



## SERVICE AGREEMENT

### TERMS OF AGREEMENT

This Agreement is made and entered into as of **September 19, 2017** (the "Effective Date") by and between Janus Associates, Inc. d.b.a. BHS (hereafter known as "BHS") and **Town of Apex** (hereafter known as "**Customer**") and outlines the terms under which BHS shall provide Employee Assistance Program (EAP) and workplace services to **Customer**. A participant is defined as all employees and household members (hereafter known as "**Participants**").

#### 1. Program Services

BHS shall provide the following EAP and related workplace services to **Customer Participants**:

- 1) **Service Access and Consultation:** **Participants** have 24-hour access to clinicians via a toll-free number. **Participants** are able to utilize this service on an unlimited basis for program questions, problem assessment and referrals to benefits and community resources. The clinician will perform a telephonic holistic needs assessment, screen for emergencies, provide crisis support as appropriate and determine which services would best address the needs of the **Participant**.
- 2) **Care Coordination Services:** BHS shall assign a Care Coordinator to each Participant request. The Care Coordinator will serve as an advocate for the **Participant** and will provide follow-up to ensure the **Participant** is connected to the right resources and is making progress. The Care Coordinator will also collect and review **Participant** satisfaction and outcomes.
- 3) **EAP Assessment, Referral, and Short-Term Problem-Solving:** BHS shall provide up to three (3) EAP assessment, referral, and problem solving sessions, or the number of sessions allowed by state law, per unique problem episode per year to **Participants**. These sessions will take place face to face, telephonically or virtually. Telephonic and virtual sessions can only be offered if clinically appropriate. The initial 1–2 sessions are used for assessment. If the problem can be resolved within a total of three (3) sessions, the **Participant** will use the remaining EAP sessions for short term problem solving. If the EAP assessment determines the problem cannot be resolved within a total of three (3) sessions, the **Participant** will receive referrals to community resources or health insurance for long term care. These referrals provided are not recommendations or endorsed by BHS. They are merely referrals and the final decision to engage in services with any referral is at the sole discretion and responsibility of the **Participant**. The **Participant** or the **Participant's** insurance is responsible for payment of services received beyond the EAP.
- 4) **Performance Consultation Services:** **Customer's** supervisors, managers and/or Human Resources personnel may contact BHS via a dedicated toll-free number on an unlimited basis to receive telephonic consultation regarding personal supervisory skills coaching, i.e., constructive confrontation, problem identification and action steps to take regarding problematic staff or consultation around workplace situations.
- 5) **Compliance Monitoring and Reporting for Formal and Mandatory Referrals:** **Customer's** supervisors, managers and/or Human Resources personnel may refer employees exhibiting performance related issues potentially resulting from personal or work related problems. A BHS Performance Consultant will provide ongoing follow-up and monitor the employee's compliance to clinical recommendations pending a signed release of authorization from the employee.

- 6) **Program Management:** BHS shall assign **Customer** a Program Management team to serve as the primary contact to **Customer**, to oversee the execution of the services outlined herein. Should **Customer** request assistance with developing, coordinating and promoting services outside of this **Program**, **Customer** will be invoiced according to **Appendix A: Fee Schedule**.
- a) **Employee and Supervisory Program Orientations:** BHS shall provide Orientations as needed. They should be scheduled consecutively on one business day per location. The purpose of the orientation is to provide an overview of the program's purpose, communicate the details of the program, including service components, and to encourage program participation. A recorded orientation will be provided in the MyBHS **Customer** portal during program implementation and throughout the life of the **Program**. Unused orientations will not be transferred to subsequent contract years. BHS requires minimum two (2) weeks advance notification to ensure staffing for all orientation requests.
- b) **EAP Program Reporting:** BHS shall provide comprehensive program reports to **Customer** on a quarterly basis. The reporting will include utilization and program activity data. Data will be reported so as to protect the identity of all **Participants**. Reporting will not be available if there are less than 10 **Participants**. **Customer** will be invoiced according to **Appendix A: Fee Schedule** for additional ad hoc reports.
- 7) **MyBHS Customer Portal:** All **Participants** will be provided access to a web portal. The web portal will be the central location for all program information. **Participants** can view program announcements, access Live Chat and monthly newsletters and tip sheets and participate in regularly scheduled webcasts.
- a) **BHS Online Resource Library:** BHS shall provide **Participants** with access to the BHS Online Resource Library via the MyBHS Portal wherein **Participants** may access information, articles and assessments related to a variety of health and well-being topics. The resource library is also provided in Spanish.
- 8) **Event Services**
- a) **Events:** BHS will provide **Customer** up to **three (3)** credits to use at its discretion. **Customer** may select events from BHS' Services Catalog based on provider availability. BHS will not be responsible for the supply or proper maintenance of any property supplied by **Customer**, including but not limited to tables, chairs, electronic/audio visual equipment and physical space provided by **Customer**. **Customer** is required to print all **Participant** materials. At **Customer's** request, BHS will print and ship materials to the event location and printing and shipping expenses will be passed through to **Customer**. BHS requires minimum two (2) weeks advance notification to ensure staffing, with the exception of CISM services. **Customer** must provide 48 hours' notice of cancellation or **Customer** will be charged in full. Any changes to a requested event (date, time, location or cancellation prior to 48 hours) will result in a \$150 fee per change. Unused credits will not be transferred to subsequent Program years. Additional pricing, once credits are exhausted, is provided in **Appendix A: Fee Schedule**.
1. **Health Promotion and Screening Solutions:** Class sizes are dictated by space, activity and equipment if applicable. Certain activities may be subject to additional fees to accommodate for additional materials, supplies and other expenses. For Health Promotion and Screening Solutions, **Participant** must sign the BHS liability waiver, when applicable. **Customer** agrees that to the extent

Screenings or Consultations are requested or included as part of Health Promotions, the results of such services are not intended as diagnostic tools. They are for informational purposes only. BHS assumes no liability for conditions not detected or addressed by collected data or resulting reports.

2. **Learning and Development Solutions:** Learning and Development Solutions may be delivered onsite or via webinar, when available. In-person, onsite trainings are designed for and limited to 30 or fewer participants and webinar trainings are limited to 95 participants. At **Customer's** request, BHS shall record and post webinars within the MyBHS Portal. Additional fees shall apply according to **Appendix A: Fee Schedule**. Recordings shall be posted for up to **thirty (30)** days. Videotaping or recording Learning and Development events is strictly prohibited. **Customer** shall be billed according to **Appendix A: Fee Schedule** for any requested customization to BHS' existing presentations.
3. **Critical Incident Stress Management (CISM):** BHS is available to provide CISM to **Customer**. CISM is an intervention developed specifically for dealing with traumatic events. The process helps those involved in a critical incident to share their experiences, vent emotions, learn about stress reactions and symptoms and offer referrals for further help if required. BHS is able to provide defusings, debriefings, grief and loss group sessions, individual sessions, management briefings, threat response support and post incident analysis.

When more than one clinician is deployed, credits will be deducted per hour, per clinician.

4. **Coach Chats:** Delivered onsite in a group discussion format. Designed for 8-10 **Participants**.

9) **Event Services**

- b) **Benefits/Health Fair Participation:** A BHS representative will participate in up to **one (1)** Benefits/Health Fair at **Customer's headquarters** for up to **four (4) hours**. Should **Customer's** Benefit Fair last longer than **four (4) hours**, **Customer** will be invoiced according to **Appendix A: Fee Schedule**. Standard promotional materials and giveaways will be provided by BHS. Participation at additional locations or upgrades from standard materials will be considered customization and will be available according to **Appendix A: Fee Schedule**. BHS requires a minimum of two (2) weeks advance notice to ensure staffing. If a request is made with less than two (2) weeks notice, printing and shipping costs shall be passed through to **Customer**.

10) **Promotional Services:**

- a) **Promotional Materials:** Promotional materials are designed to promote the **Customer's** program. BHS will provide a self-service portal of materials for promoting the program. This website allows **Customer** to view, customize, email and order prints from a library of promotional materials. BHS can create **Customer's** profile with **Customer's** logo which will be automatically incorporated into select materials. PDFs, when available, are free of charge. Printed items are billed to the **Customer** based on the displayed price. Print orders cannot be cancelled or modified once they have been placed and processed. The **Customer** does not

require BHS' approval to place any orders. **Customer** has the ability to input information into certain dynamic fields for select materials. BHS is not responsible for

any errors appearing on any of the electronic or printed materials created by the **Customer**. Promotional giveaways cannot be returned.

- b) **Newsletters and Tip Sheets:** BHS shall post monthly electronic newsletters and tip sheets to the MyBHS Portal. Newsletters and tip sheets may be downloaded, printed, displayed or otherwise distributed to **Participants**. In addition, **Customer** will receive an electronic communication containing the monthly newsletter and tip sheet. Topics addressed pertain to all aspects of personal and workplace well-being.
- c) **Supervisor Education Material:** BHS shall post monthly electronic supervisor newsletters to the MyBHS Portal. BHS also provides a variety of supervisor-specific material, all of which are designed to support supervisors in the management of employee and workplace issues.

## 2. Fee for Service

- 1) **Organizational Development (OD):** BHS can provide OD services to **Customer** on a fee for service basis according to **Appendix A: Fee Schedule**. OD is the planned process of developing and enhancing the performance of an organization, as well as the performance of its employees, to be more effective in accomplishing its desired goals. BHS OD Consultants conduct thorough organizational assessments and offer strategic plans for intervention which may include one, or a combination of, the following solutions: Team Building, Conflict Resolution, Change Management, Leadership Development, Executive Coaching and Customized Training Solutions. All services will be invoiced. Training topics are updated frequently, availability is subject to change. Video production, audio recording and/or graphic reproduction of any presentations is prohibited.

## 3. Term of Agreement

The term of this Agreement shall commence as of the Effective Date and continue for a period of three (3) years, unless earlier terminated in accordance with this Section 3 (the "**Term**"). **Customer** agrees to the Term and to remitting payment throughout the Term per the billing schedule outlined in **Section 4**, Program Cost and Payment for Services. Upon the expiration of the Term, this Agreement will automatically renew in one (1) year increments (each, a "**Renewal**"), unless either party notifies the other party in writing of its desire to terminate the Services no later than ninety (90) days prior to the expiration of the Term. BHS will bill **Customer** for any services rendered prior to the termination which are not captured in monthly fees. BHS's fees are \$375.00 per hour for on-site time and \$150.00 per hour for all other services. Should **Customer** decide to transition the Program to another vendor in accordance with **Section 6**, Protected Health Information (PHI), BHS agrees to use its best efforts to ensure an effective transition of Services to that vendor. In the event the Program is not renewed upon expiration of the Term, any time spent by BHS on preparation, consultation, Program design, development, staff training, and travel, as well as materials or any other expense related to planning for the following year will be billed at a rate of \$125.00 per staff hour. Materials and travel expenses will be passed through "at cost." Mileage will be reimbursed at the standard IRS rate. Either party may terminate this Agreement based upon a material breach of this Agreement by the other party. The non-breaching party must provide written notice detailing the contract breach and a sixty (60) day period to cure such breach (the "**Cure Period**"). At the end of the Cure Period, if the material breach is not cured, the non-breaching party may terminate this Agreement within thirty (30) days by written notice to the other party. For purposes of this Agreement, a "material breach" shall include, but not be limited to, any breach of **Section 5**, Confidentiality, of this Agreement. Without affecting the time period set forth for an indemnification claim under **Section 8(3)** (Indemnification), BHS reserves the right to destroy any and all records related to this Agreement at any time after the third anniversary of the termination hereof, subject to any longer retention periods required by applicable law for subsets of such records.

#### 4. Program Cost and Payment for EAP Services

BHS shall provide the services specified herein to **Customer** for a fee of **\$2.00** per employee per month for a minimum of 364 employees for the first year of the contract term. **Customer** agrees to report employee count annually, 30 days prior to the start of each contract year. The new employee count will be applied as the minimum for the upcoming contract year. Should this new employee count vary by (10) percent or more above or below the prior year, the per employee per month rate may be adjusted.

**Customer** understands that adjustments to the minimum employee count and the rates, if applicable, will only be made annually, at the start of each contract year. **Customer** understands that BHS shall invoice **Customer** for all employees and may request an updated employee count at any time. BHS will make services available to terminated employees for a period of 18 months or longer if necessary, at no additional cost. Should annualized utilization exceed 7% for two consecutive quarters of any contract year, BHS will increase its fees by 1% for every 0.1% over 7%. Utilization will be monitored quarterly and fees will be adjusted accordingly.

**Customer** shall be invoiced by BHS for EAP services on an annual basis, with term of payment being 30 days from date of receipt. Subsequent contract years after the initial term will be subject to a minimum of a 3% cost-of-living increase. BHS reserves the right to negotiate additional rate increases based on the prior utilization. Administrative fees may apply should **Customer** request multiple invoices or additional billing services. A monthly fee equal to 1.5% of the outstanding balance shall be levied upon all delinquent accounts. BHS reserves the right to suspend or discontinue service delivery in the event payment is delinquent in excess of 90 days. In the event BHS pursues collection of **Customer's** account, **Customer** agrees to be responsible for all costs incurred by BHS to the extent permitted by law. Payments should be remitted to: Business Health Services, The Marbury Building, 6225 Smith Avenue, Suite 203, Baltimore, MD 21209.

#### 5. Confidentiality

- 1) **Confidential Information:** **Customer** and BHS may, under this Agreement, furnish the other with information concerning itself and its respective business plans or strategies, operational systems or techniques, methods and procedures, marketing and development plans or intentions, names of actual and potential customers, rates, fees, pricing or pricing policies, material regarding data collection, demonstrations, models, samples, reports, forecasts, current or historical data, computer programs or documentation, and other technical, financial, or business data, and information about operations, properties and concerning other matters relating to its business, which information may be non-public, confidential or proprietary in nature. All such information furnished by **Customer** or BHS and all summaries, copies, notes or other documents containing such information or portions, summaries or extracts therefrom, during the course of the Agreement are referred to in this Agreement as the "Information."
- 2) **Obligation:** The Information will be used solely for the purpose of fulfilling the duties and completing the obligations contained in this Agreement, will be kept confidential by **Customer** or BHS, as applicable, and its representatives, and will only be disclosed to the representatives who require such Information for the purpose of fulfilling the duties and completing the obligations contained in this Agreement.
- 3) **Property:** Any service plans, utilization reports or recommendations in connection therewith, generated by BHS in connection with the services are the property of **Customer** and shall remain so in the event the services are terminated. During the term of this Agreement and forever thereafter, any proposals, service agreements (including this Agreement), templates, pricing structures and pricing lists, service offerings, trainings and training materials, methodologies, promotional material templates or any other materials or information provided in conjunction to providing the services outlined in this Agreement or in relation to potential services are proprietary to BHS and shall not be shared with any third party without the written consent of BHS.

- 4) **Public Record:** Notwithstanding anything to the contrary in this Agreement, Chapter 132 of the North Carolina General Statutes governs the release of any information determined to be a public record and shall control in this Agreement without penalty or liability to either party. **Customer** agrees to provide BHS prompt notice of any such request and **Customer** shall work in good faith to minimize disclosure permitted by the statute. Release, retention or copying of any document or information consistent with North Carolina law shall not be a breach of this Agreement.

#### 6. Protected Health Information (PHI)

Each party acknowledges and agrees that they may receive PHI, as defined in 45 C.F.R. § 160.103, in connection with the performance of this Agreement. Therefore, the parties are required to enter into a Business Associate Agreement relating to the privacy of such PHI. The parties acknowledge and agree that they will enter into a mutually acceptable Business Associate Agreement prior to receipt and/or disclosure of any such PHI. All HIPAA compliant releases of information must be signed as necessary. BHS provides a secure, HIPAA compliant site to which eligibility files should be uploaded. BHS is not responsible for files submitted via alternate, unsecure means. All PHI (including individual clinical and wellness coaching records) will be maintained by BHS, in confidence, as dictated by Applicable Law (as defined below). **Customer** may request a transition of records upon written notice to BHS. BHS will do so at the expense of **Customer**. See **Appendix A: Fee Schedule**.

#### 7. Confidentiality of Program Information and Client Records

BHS shall observe all applicable legal requirements regarding confidentiality of clinical records and related information received from or on behalf of **Customer**, including the applicable requirements of regulations at 45 C.F.R Parts 160, 162 and 164 for the Administrative Simplification provisions of Title II, Subtitle F of HIPAA (i.e., the HIPAA Privacy, Security, Electronic Transactions, Breach Notification, and Enforcement Rules), as amended, and all other applicable state and federal laws relating to the privacy and security of individually identifiable health information (collectively, "Applicable Law"). The parties agree that PHI may be created, received, used or disclosed to administer the Program in connection with the services and therefore will enter into a Business Associate Agreement in accordance with **Section 6** (Protected Health Information) above.

#### 8. Limitation of Liability, Disclaimer of Warranties, Indemnification

- 1) **Limitation of Liability:** Except in the event of a party's negligent act or omission, neither party will be liable for indirect, incidental, special, consequential, punitive, exemplary or multiple damages (other than by statute), including without limitation, any damages resulting from business interruption, loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement or either party's performance hereunder or of any other obligations relating to this Agreement, even if the other party has been advised of the likelihood of those damages. Except for damages arising out of a party's express indemnity obligations set forth in this **Section (3)** below, the aggregate liability of either party to the other (and any entity claiming by or through a party) arising directly or indirectly out of this Agreement shall not exceed an amount equal to the greater of: (i) the total fees due and payable to BHS throughout the Term (together with any fees due and payable to BHS throughout any Renewal, as applicable) as set forth in **Section 4** (Program Cost and Payment for EAP Services) and which may otherwise be incurred in connection with this Agreement or (ii) the amount of insurance proceeds available with respect to the claim at issue. This limitation of liability shall apply regardless of the causes of action under which those damages are sought with the exception of causes of action based on the negligent act or omission of a party.
- 2) **Disclaimer of Warranties:** BHS expressly disclaims any warranty that the services will be uninterrupted or error free. BHS makes no warranty as to the results obtained from use of the services. The services are distributed on an "as is, as available" basis, and BHS makes no warranties of any kind, either express or implied (other than those stated above), including implied

warranties of merchantability or fitness for a particular purpose, and any implied warranties arising from trade usage, course of dealing or course of performance.

- 3) **Indemnification:** During the term of this Agreement and for one year thereafter (except where by statute a longer period is mandated), BHS agrees to indemnify, defend and hold harmless the **Customer** and its elected officials, officers, directors, employees and agents against any and all third-party liabilities, losses, damages, claims or causes of action and expenses associated with, caused or asserted to have been caused directly or indirectly by the acts or omissions by BHS's officers, directors, employees and agents.
- 4) **Assignment:** Except as provided in this **Section (4)**, this Agreement may not be assigned or otherwise transferred, nor may any right or obligation hereunder be assigned or transferred, by either party, without the express written consent of the other party; provided, however, that either party may, without such consent, assign the agreement and its rights and obligations hereunder to its Affiliate or to a purchaser of all or substantially all of the assets of such party. Any purported assignment in violation of this section shall be void and of no effect. Any permitted assignee shall assume all assigned obligations of its assignor under the Agreement. For purposes of this Agreement, "Affiliate" means any entity that controls or is controlled by such party, or is under common control with such party. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least fifty percent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation). Notwithstanding the foregoing, nothing in this **Section (4)** shall prevent BHS from utilizing subcontractors in connection with the provision of the services to **Customer** as it deems necessary in its sole discretion.
- 5) **Force Majeure:** Neither party shall be liable for delay in performance or failure to perform its obligations under this Agreement in whole or in part due to causes reasonably beyond the control of such party, including without limitation, labor dispute, strike, labor shortage, war or act of war, insurrection, riot or civil commotion, sabotage, terrorism or act of public enemy, accident, fire, flood or other act of God, act of any governmental authority, judicial action, short or reduced supply of fuel or raw materials, power or Internet failure, disruption or interruption, or technical failure where such party has exercised ordinary care in the prevention thereof, whether or not similar to the matters herein enumerated, and any such delay or failure shall not be considered a breach of this Agreement.

#### **9. Compliance with Applicable Law**

BHS acknowledges and agrees that the services provided by BHS pursuant to this Agreement are being provided in accordance with Applicable Law (as defined in **Section 7**, Confidentiality of Program Information and Client Records). Notwithstanding the foregoing, **Customer** is solely responsible for determining the extent to which federal and state law affect its group health plans, including, as applicable, the services provided with respect to those plans by BHS pursuant to this Agreement, and for complying with applicable legal requirements with respect to its group health plans, including, but not limited to, the following:

- 1) **Health Insurance Portability and Accountability Act of 1996 (HIPAA):** **Customer** agrees that, except to the extent otherwise provided under the terms of a Business Associate Agreement between the Parties, it is solely responsible for ensuring that its health plans comply with all applicable regulations under HIPAA.
- 2) **Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA):** BHS recommends **Customer** carefully consider whether any plan through which the services described in this Agreement are provided is subject to COBRA. **Customer** is responsible for determining if the services are part of a plan sponsored by **Customer** that is subject to COBRA and is solely responsible for compliance with COBRA, if applicable.

- 3) **Americans with Disabilities Act of 1990 (ADA):** **Customer** agrees it is solely responsible for ensuring that **Customer** and its benefit plans comply with the applicable requirements of the ADA, as amended by the ADA Amendments Act of 2008, including any ADA restrictions on requiring employees to answer disability-related inquiries or to submit to medical examinations, to the extent that those requirements are determined by **Customer** to be applicable. BHS is not responsible for determining if or how such ADA requirements may apply to any group health plan sponsored by **Customer** or to any services BHS may provide on behalf of a group health plan of **Customer** under this Agreement.
- 4) **Healthcare Reform:** **Customer** agrees it is solely responsible for ensuring that its group health plans comply with any applicable requirements of the federal healthcare reform law (the Patient Protection and Affordable Care Act of 2010, as amended by the Healthcare and Education Reconciliation Act of 2010, together with any applicable regulations issued pursuant to those Acts) and for determining if its group health plans are grandfathered health plans for purposes of those requirements. **Customer** is solely responsible for determining what, if any, effect the services provided under this Agreement may have on the grandfathered status of its group health plans. BHS is not responsible for ensuring that any group health plan qualifies or continues to qualify as a grandfathered health plan.

#### **10. Duties and Services of BHS and Customer**

BHS agrees to deliver services as outlined in **Section 1: Program Services**. **Customer** agrees to provide practical assistance to BHS in obtaining all information, access, promotional opportunities, rights and materials as reasonably requested by BHS and as may otherwise be necessary or desirable to assist BHS in performing its obligations under this Agreement. Notwithstanding the foregoing, BHS shall be under no obligation to incur any material expense in connection with this Agreement other than as set forth in **Section 1 and 2 (Fee for Service)** of this Agreement.

#### **11. Additional Terms of This Agreement**

- 1) The laws of the State of North Carolina shall govern any dispute arising out of this Agreement.
- 2) The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by either party.
- 3) All agreements and covenants contained herein are severable. In the event that any of them, or any part or parts of any of them, shall be held to be invalid by any court of competent jurisdiction with regard thereto, this Agreement shall be interpreted as if such invalid covenants or agreements, or parts thereof, were revised and limited to make such portion of this Agreement valid and enforceable. Furthermore, if any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to that extent, the provisions of this Agreement are intended to be and shall be severable.
- 4) All notices, demands and other communications provided for by this Agreement shall be made in writing either: (1) by actual delivery of the document into the hands of the party entitled thereto; (2) by mailing the document in the United States mail to the last known address of the party entitled thereto, certified mail, return receipt requested; or (3) by electronic communication. Notices, demands or other communications delivered personally shall be deemed communicated upon actual receipt; mailed notices shall be deemed communicated three (3) days after the post-marked date of mailing to the below addresses; notices delivered by electronic communication shall be deemed communicated on the date sent.
- 5) **Non-Appropriation.** Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the **Customer** are from appropriations and monies from the Town



Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the **Customer** to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the **Customer**.

- 6) E-Verify Compliance. BHS shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). BHS shall require all of its subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).
- 7) Iran Divestment Act Certification Required by N.C.G.S. 147-86.60. N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. N.C.G.S. 147-86.59 further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Agreement BHS hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer and that BHS will not utilize any subcontractors found on the Final Divestment List.

By signing this Agreement in the space provided below, Janus Associates, Inc. d.b.a. BHS and **Customer** agree to abide by all of its provisions.

\_\_\_\_\_  
Leah Maddox  
Chief Operating Officer

\_\_\_\_\_  
Date

Town of Apex

  
\_\_\_\_\_  
Andrew L. Havens, Town Manager

09/25/2017  
\_\_\_\_\_  
Date

Andrew L. Havens  
\_\_\_\_\_  
Printed Name

Town Manager  
\_\_\_\_\_  
Title

Attest:  
  
\_\_\_\_\_  
Donna B. Hosch, MMC, Town Clerk

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

  
\_\_\_\_\_  
Finance Director