

REQUEST FOR APPLICATIONS
Certified Community Behavioral Health Clinic
REQUEST FOR APPLICATION No. DMH22-007BG-RFA

RFA Posted	03/22/2022		
Questions Due	04/01/2022 @ 5:00 pm EST		
Applications Due	04/19/2022 @ 5:00 pm EDT		
Anticipated Notice of Award	04/26/2022 @5:00 pm EDT		
Anticipated Performance Period	07/01/2022 – 09/30/2025		
Service	Certified Community Behavioral Health Clinic (CCBHC)		
Issuing Agency	NC Department of Health and Human Services Division of Mental Health, Developmental Disabilities, and Substance Abuse Services (DMH/DD/SAS)		
E-mail Applications and Questions to	DMH Contracts Team	Email	RFA.responses@dhhs.nc.gov

THIS REQUEST FOR APPLICATIONS (RFA) advertises the Division’s need for the services described herein and solicits applications offering to provide those services pursuant to the specifications, terms and conditions specified herein. All applications received shall be treated as offers to contract. If the Division decides to accept an application, an authorized representative of the Division will sign in the space provided below. Acceptance shall create a contract that is effective as specified below.

THE UNDERSIGNED HEREBY SUBMITS THE FOLLOWING APPLICATION AND CERTIFIES THAT: (1) he or she is authorized to bind the named Contractor to the terms of this RFA and Application; (2) the Contractor hereby offers and agrees to provide services in the manner and at the costs described in this RFA and Application; (3) this Application shall be valid for 60 days after the end of the application period in which it is submitted.

To Be Completed By Contractor:

Contractor Name:	Catchment Area # (see p.5):
Contractor’s Street Address:	E-Mail Address:
City, State & Street Address Zip:	Telephone Number:
Name & Title of Authorized Representative:	DUNS Number:
Signature of Authorized Representative:	Date:

Unsigned or Incomplete Applications Shall Be Returned Without Being Reviewed

NOTICE OF AWARD/FOR NC DHHS USE ONLY: Application accepted and Contract # _____ awarded on _____. The Contract shall begin on _____ and shall terminate on _____.		
By: _____	_____	_____
Signature of Authorized Representative	Printed Name of Authorized Representative	Title of Authorized Representative

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1.0 INTRODUCTION

The Certified Community Behavioral Health Clinics (CCBHC) grant will be funded through the Substance Abuse and Mental Health Services Administration (SAMSHA) COVID emergency relief funding, in accordance with the American Rescue Plan Act 2021 (ARPA), provided via the Mental Health Block Grant (MHBG) awarded to the North Carolina Department of Health and Human Services (NCDHHS), Division of Mental Health, Developmental Disabilities and Substance Abuse Services (DMH/DD/SAS). ARPA funding provided via the MHBG is available through September 30, 2025. The MHBG program is designed to provide funds to States, Territories, and one Indian Tribe for the purpose of planning, implementing, and evaluating activities to prevent and treat serious mental illness and serious emotional disturbance (SMI/SED). Per the guidance from SAMHSA, “States may use this ARPA funding to: (1) promote effective planning, monitoring, and oversight of efforts to deliver SMI/SED prevention, intervention, treatment, and recovery services; (2) promote support for providers; (3) maximize efficiency by leveraging the current infrastructure and capacity; and (4) address local SMI/SED related needs during the COVID pandemic.”¹.

NCDHHS’ 2021-2023 Strategic Plan¹ intends to further advance the mission to improve the health, safety, and wellbeing of all North Carolinians through seven goals. Of specific relevance to this RFA is Goal 1: “Advance health equity by reducing disparities in opportunity and outcomes for historically marginalized populations within DHHS and across the state.” and Goal 3: “Build an innovative, coordinated, and whole-person – physical, mental and social health-centered system that addresses both medical and non-medical drivers of health.”

North Carolina DMH/DD/SAS is accepting applications for CCBHCs for July 1, 2022 – September 30, 2025. The purpose of this project is to increase access to; and improve the quality of community mental and substance use disorder (SUD) treatment services through the use of CCBHCs. CCBHCs are non-profit organizations or units of a local government behavioral health authority. They must directly provide (or contract with partner organizations to provide) nine types of services, with an emphasis on the provision of the following:

- 24/7 crisis intervention services for individuals with SMI or SUD, including opioid use disorders; children and adolescents with SED; and individuals with co-occurring mental and substance disorders (COD)
- Evidence-based practices
- Care coordination with local primary care and hospital partners
- Integration with physical health care
- The expectation is to provide comprehensive 24/7 access to community-based mental and SUD services; treatment of COD; and primary healthcare in one location

1.1 PURPOSE

CCBHCs provide a comprehensive collection of services that create access, stabilize people in crisis, and provide the needed treatment and recovery support services for those with the most serious and complex mental and substance use disorders. CCBHCs integrate services to ensure a comprehensive approach to healthcare and provide services to any individual, regardless of their ability to pay or their place of residence.

This funding opportunity will be available to eligible organizations across the state. All organizations who meet eligibility criteria are encouraged to apply.

2.0 ELIGIBILITY

Eligible applicants are non-profit organizations or units of a local government behavioral health authority which provide the following:

- a. At least two (2) years of providing child services including Outpatient Therapy and Medication Management and at least one (1) type of enhanced service and/or residential service

- b. At least two (2) years of providing adult services including Outpatient Therapy and Medication Management
- c. Must meet all of CCBHC requirements in the CCBHC Criteria Compliance Checklist in Appendix A within six (6) months of receiving the award
- d. If the applicant is proposing to have designated collaborative organizations (DCOs) assist in providing services to CCBHC consumers, each DCO must be a non-profit organization for direct client SUD treatment, substance misuse prevention and/or mental health services appropriate to this award. More than one DCO can be used. Each DCO must:
 - i. Have two (2) years of experience (as of the due date of this application) providing relevant services; and
 - ii. Comply with all applicable local and state licensing, accreditation, and certification requirements, as of the due date of the application

3.0 AWARD INFORMATION

- a. Funding Methodology:
 - Block Grants for Community Mental Health Services: ARPA
- b. Estimated # of Awardees:
 - Up to three (3) organizations will be selected
- c. Indirect Cost:
 - The selected organization may request up to 10% in indirect costs to cover administrative functions unless the applicant has an approved indirect cost allocation plan. These costs are included as part of the overall award amount. The applicant must submit the approved indirect cost allocation plan with their application.
- d. Limitations and Restrictions
 - Each year of funding is dependent on the availability of funds
 - Funding period ends September 30, 2025
- e. Allowable Costs:
 - Allowable and appropriate costs must be reasonable and necessary to provide the services. Funding may be used for start-up costs and for ongoing operational costs related to direct provision of services on a cost reimbursement basis. A Financial Status Report (FSR) must be submitted for the start-up costs upon execution of the contract. Once the costs are incurred, the backup documentation shall be submitted to DMH/DD/SAS for review of allowable costs and approval. Any unallowable costs shall be reimbursed by the contractor to DMH/DD/SAS.

3.1 SOURCE OF FUNDS AND PASS THROUGH REQUIREMENTS

Federal Award Identification Number: B09SM085375

Federal Award Date: 05/17/2021

Subaward Period of Performance: 09/01/2021 – 09/30/2025

Amount of Federal Funds Obligated by this Action: \$41,535,246

Federal Award Project Description: Block Grants for Community Mental Health Services

Federal Awarding Agency: Substance Abuse and Mental Health Services Administration (SAMHSA)

Pass-through Entity: North Carolina Department of Health & Human Services

DUNS # 809785363

CFDA Number: 93.958

CFDA Name: Block Grants for Community Mental Health Services

Is award R&D: No

3.2 FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

As a subrecipient of federal funds, each selected grant recipient will be required to provide certain information required by the Federal Funding Accountability and Transparency Act (FFATA), including the organization's DUNS number. Please see <https://fedgov.dnb.com/webform> for free registration. Additional information about FFATA is available at <https://www.fsr.gov/>.

4.0 DEFINITIONS, ACRONYMS AND ABBREVIATIONS

NC DMH/DD/SAS: North Carolina Division of Mental Health, Developmental Disabilities, and Substance Abuse Services

Division: NC DMH/DD/SAS

SOC: System of Care

CCBHC: Certified Community Behavioral Health Clinic

DCO: Designated Collaborating Organization

DHHS: Department of Health and Human Services

SED: Serious Emotional Disturbance

FSR: Financial Status Report

EBP: Evidence-Based Practice

SUD: Substance Use Disorder

SMI: Serious mental illness

SED: Serious emotional disturbance

5.0 SCOPE OF WORK

5.1 PROGRAMMATIC REQUIREMENTS AND PRIORITIES

An award based upon successful application for these funds is intended to allow up to three (3) community behavioral health providers to expand into CCBHCs. Funds are primarily used to support direct services.

- A. Applicants must provide the following services, in compliance with CCBHCs criteria:
 - a. Crisis mental health services, including 24-hour mobile crisis teams, emergency crisis intervention services, and crisis stabilization
 - b. Screening, assessment, and diagnosis, including risk assessment;
 - c. Patient-centered treatment planning or similar processes, including risk assessment and crisis planning;
 - d. Comprehensive outpatient mental health and substance use services; including provision of appropriate psychotropic medication (specifically Clozapine and Buprenorphine (OBOT), inclusive of long-acting injectable antipsychotic medication and FDA-approved medication treatments for SUDs including for tobacco, alcohol and opioid use disorders; appropriate psychotherapeutic interventions including individual, group, and family therapy; as well as focused interventions such as, for example, motivational interviewing and cognitive behavioral therapies; and
 - e. Screening for HIV and viral hepatitis (A, B, and C)
- B. The following must be provided directly or through DCOs:
 - a. Outpatient primary care screening and monitoring of key health indicators and health risk; provision of vaccinations, where indicated, including for Hepatitis A and B;
 - b. Clinical monitoring for adverse effects of medications including monitoring for metabolic syndrome consistent with published guidelines;
 - c. Case management;

- d. Psychiatric rehabilitation services;
 - e. Social support opportunities through established models such as clubhouses that provide therapeutic individual and group interactions, assistance with employment, housing, and other community recovery supports;
 - f. Development of comprehensive community recovery supports including peer support, counselor services, and family supports;
 - g. Intensive community-based mental health care for members of the armed forces and veterans, particularly those members and veterans located in rural areas, provided the care is consistent with minimum clinical mental health guidelines promulgated by the Veterans Health Administration, including clinical guidelines contained in the Uniform Mental Health Services Handbook of such Administration; and
 - h. Assertive Community Treatment, Community Support Team, or Substance Abuse Intensive Outpatient Program (SAIOP)
- C. Establish cooperative relationships with judicial officials/court systems and provide Assisted Outpatient Treatment when ordered
 - D. Establish an Advisory Work Group comprising individuals with mental and substance use disorders, and family members, to provide input and guidance to the CCBHC on implementation, services, and policies
 - E. Develop and implement plans for sustainability to ensure delivery of services once funding ends. Recipients will be asked to report on sustainability plans
 - F. Recipients must utilize third party reimbursement and other revenue realized from provision of services to the extent possible and use these funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan.
 - G. Recipients are expected to facilitate the health insurance application and enrollment process for eligible uninsured consumers and should consider other systems from which a potential service recipient may be eligible for services (for example, senior services or the Veterans Health Administration)
 - H. Recipients must utilize evidence-based practices (EBPs) when providing the required services and must disclose which EBP is appropriate for which populations
 - I. Recipients are required to collect and report certain data. These measures include but are not limited to:
 - a. Number of individuals receiving services
 - b. Types of services received
 - c. Diagnoses of individuals served
 - d. Physical health measurements
 - e. Mental health functioning outcomes
 - f. Employment status
 - g. Substance use characteristics
 - h. Housing status
 - J. Provide quarterly progress reports
 - a. Report due by October 15th for July – September
 - b. Report due by January 15th for October – December
 - c. Report due by April 15th for January – March
 - d. Report due by July 15th for April - June
 - K. Attend implementation and sustainability meetings with assigned DMH/DD/SAS personnel as required

5.2 CONTRACTOR RESPONSIBILITIES

The applicant is required to submit the following in addition to the application:

- a. Evidence of financial stability:
 - Funding stream(s) currently available and utilized by the organization
 - Proportion of debt vs. income
 - Accounting practice/system utilized including date of last audit and findings from the audit
- b. Current size of the organization:
 - Number of full and part-time staff currently employed by the organization
 - Number of years of organization has been in operation
 - Turnover rate

- c. Services currently provided by the applying organization including an EBPs that services make use of

5.3 PERFORMANCE STANDARDS AND EXPECTATIONS

The selected organization is expected to:

- a. Adhere to all contractual requirements as stipulated within the contract and identified deliverables that the applicants are required to develop. NC DMH/DD/SAS reserves the right to terminate a contact with or without cause
- b. Ensure all quarterly and annual reports and tracking are completed within the time frames stipulated
- c. Develop state-approved metrics to measure the effectiveness and impact of services, supports, training, and activities conducted and will report to the State on those measures. These measures must be approved by DMH/DD/SAS prior to implementation.

5.4 REPORTING REQUIREMENTS

- a. Monthly Reporting Requirements:
 - Financial Status Report(s) submitted by the 10th of each month to the contract administrator
 - Supporting documentation for the FSR(s) (includes receipts and proof of payments)
- b. Quarterly Reporting Requirements:
 - Strategic Plan: includes sustainability planning and future directions
 - Progress towards goals, barriers
 - Quality metrics
 - Required data points

6.0 DIVISION RESPONSIBILITIES

NC DMH/DD/SAS reserves the right to:

- a. Modify the application and budget after consulting with the applicant. Items that may be modified include, but are not limited to, goals, costs, performance, and reporting requirements
- b. Allow or disallow budget amendments during the performance period of the project
- c. Monitor the program based on the Division's Subrecipient Monitoring plan
- d. Implement any change or requirement mandated by State or Federal government during the life of the project

6.1 Performance Oversight

A contract administrator will be assigned to the selected organization. This administrator will have programmatic and administrative oversight of the following:

- a. Performance measures
- b. Contract renewal, amendment, realignment
- c. Financial records: payments and invoices
- d. Performance metrics

7.0 TERM OF CONTRACT, OPTIONS TO EXTEND

A contract awarded pursuant to this RFA shall have an effective date of July 1, 2022. **The term shall be from July 1, 2022 – September 30, 2025, unless terminated earlier.**

8.0 BUDGET

The RFA line item budget shall constitute the total cost to the Division for complete performance in accordance with the requirements and specifications herein, including all applicable expenses such as administrative cost. Contractor shall not invoice for any amounts not specifically allowed for in the line item budget of this RFA.

The Contractor shall use the Cost Table found in ATTACHMENT A: Line Item Budget to create the Line Item Budget and Budget Narrative. The Vendor shall not use any other tables or forms, nor modify the contents of any of the shaded cells in the Cost Table.

All costs provided in Line Item budget must be firm and fixed for the duration of the contract.

9.0 INVOICING AND REIMBURSEMENT

Upon execution of this contract, the Contractor shall submit to the Division Contract Administrator, a monthly reimbursement request for services rendered the previous month by the 10th of each month and, upon approval by the Division, receive payment within 30 days. Monthly payment shall be made based on actual expenditures made in accordance with the approved budget on file with both parties and reported on the monthly expenditure report submitted by the Contractor. If this contract is terminated, the Contractor shall complete a final accounting report and return any unearned funds to the Division within 30 days of the contract termination date. The Division shall have no obligation for payments based on expenditure reports submitted later than 30 days after termination or expiration of the contract period. All payments are contingent upon fund availability.

10.0 THE SOLICITATION PROCESS

The following is a general description of the process by which agencies or organizations will be selected to complete the goal or objective.

- 1) Written questions concerning the RFA specifications will be received until the date specified on the cover sheet of this RFA. A summary of all questions and answers will be posted on the RFA web site.
- 2) Applications will be received from each agency or organization. The original must be signed and dated by an official authorized to bind the agency or organization.
- 3) All applications must be received by the funding agency not later than the date and time specified on the cover sheet of the RFA. Faxed applications will not be accepted.
- 4) At their option, the evaluators may request additional information from any or all Contractors for the purpose of clarification or to amplify the materials presented in any part of the application. However, agencies and organizations are cautioned that the evaluators are not required to request clarification: therefore, all applications should be complete and reflect the most favorable terms available from the agency or organization.
- 5) Applications will be evaluated according to completeness, content, experience with similar projects, ability of the agency's or organization's staff, cost, etc. The award of a grant to one agency and organization does not mean that the other applications lacked merit, but that, all facts considered, the selected application was deemed to provide the best service to the State.
- 6) Agencies and organizations are cautioned that this is a request for applications, and the funding agency reserves the unqualified right to reject any and all applications when such rejections are deemed to be in the best interest of the funding agency.

11.0 GENERAL INFORMATION ON SUBMITTING APPLICATIONS

- 1) Award or Rejection
All qualified applications will be evaluated, and awards made to those agencies or organizations whose capabilities are deemed to be in the best interest of the funding agency. The funding agency reserves the unqualified right to reject any or all offers if determined to be in its best interest. Successful contractors will be notified by **April 1st, 2021**.
- 2) Decline to Offer
Any agency or organization that receives a copy of the RFA but declines to make an offer is requested to send a written "Decline to Offer" to the funding agency. Failure to respond as requested may subject the agency or organization to removal from consideration of future RFAs.
- 3) Cost of Application Preparation

Any cost incurred by an agency or organization in preparing or submitting an application is the agency's or organization's sole responsibility; the funding agency will not reimburse any agency or organization for any pre-award costs incurred.

- 4) Elaborate Applications
Elaborate applications in the form of brochures or other presentations beyond that necessary to present a complete and effective application are not desired.
- 5) Oral Explanations
The funding agency will not be bound by oral explanations or instructions given at any time during the competitive process or after awarding the grant.
- 6) Reference to Other Data
Only information that is received in response to this RFA will be evaluated; reference to information previously submitted will not suffice.
- 7) Titles
Titles and headings in this RFA and any subsequent RFA are for convenience only and shall have no binding force or effect.
- 8) Form of Application
Each application must be submitted on the form provided by the funding agency, which will become the funding agency's Performance Agreement (contract).
- 9) Exceptions
All applications are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions. The attachment of other terms and condition by any agency and organization may be grounds for rejection of that agency or organization's application. Funded agencies and organizations specifically agree to the conditions set forth in the Performance Agreement (contract).
- 10) Advertising
In submitting its application, agencies and organizations agree not to use the results therefrom or as part of any news release or commercial advertising without prior written approval of the funding agency.
- 11) Right to Submitted Material
All responses, inquiries, or correspondence relating to or in reference to the RFA, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the agency or organization will become the property of the funding agency when received.
- 12) Competitive Offer
Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any application submitted in response to this RFA thereby certifies that this application has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.
- 13) Agency and Organization's Representative
Each agency or organization shall submit with its application the name, address, and telephone number of the person(s) with authority to bind the agency or organization and answer questions or provide clarification concerning the application.
- 14) Subcontracting
Agencies and organizations may propose to subcontract portions of work provided that their applications clearly indicate the scope of the work to be subcontracted, and to whom. All information required about the prime grantee is also required for each proposed subcontractor. **A subcontractor contract template must be submitted with the contractor's application. All subcontractors must be approved prior to use by the contractor.**
- 15) Proprietary Information
Trade secrets or similar proprietary data which the agency or organization does not wish disclosed to other than personnel involved in the evaluation will be kept confidential to the extent permitted by NCAC TO1: 05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL." Any section of the application that is to remain confidential shall also be so marked in boldface on the title page of that section.
- 16) Participation Encouraged
Pursuant to Article 3 and 3C, Chapter 143 of the North Carolina General Statutes and Executive

Order No. 77, the funding agency invites and encourages participation in this RFA by businesses owned by minorities, women and the disabled including utilization as subcontractor(s) to perform functions under this Request for Applications.

17) Contract

The Division will issue a contract to the recipient of the grant that will include their application.

18) Federal Certifications

- i) Agencies or organizations receiving Federal funds will be required to execute Federal Certifications regarding Non-discrimination, Drug-Free Workplace, Environmental Tobacco Smoke, Debarment, Lobbying, and Lobbying Activities. A copy of the Federal Certifications is included in this RFA for your reference (see Appendix C). Federal Certifications should NOT be signed or returned with the application.

19) Insurance

Proof of minimum insurance requirements is required for the contractor and all subcontractors upon award.

Please be advised that successful Contractors may be required to have an audit in accordance with G. S. 143-6.2 as applicable to the agency or organization's status. Also, the contract may include assurances the successful Contractor would be required to execute when signing the contract. Agencies or organizations receiving Federal funds will be required to execute a Consolidated Federal Certification form (as applicable). Private not for profit agency contracts will also include a conflict of interest policy statement.

12.0 APPLICATION CONTENT AND INSTRUCTIONS

The Applicant must clearly demonstrate (describe) in its proposal response how the Contractor's organization will meet or address the programmatic requirements described in the scope of work section of the RFA. The Contractor proposal shall include the following items in this specific order and clearly marked as such.

Contractors shall populate all attachments of this RFA that require the Contractor to provide information and include an authorized signature where requested. Contractor RFA responses shall include the following items and those attachments should be arranged in the following order: Number each page consecutively. (Please provide the order of arrangement and content and page count if applicable).

A. Cover Page with all fields completed, signed by an authorized official of the Contractor organization

B. Face Page

- 1) The Contractor's name and principal place of business.
- 2) The Contractor's legal status: i.e. whether the Contractor is an individual, a corporation, a general partnership, a limited partnership, a joint venture, or some other legal entity. The state in which the Contractor is incorporated or organized.

C. Proposal Summary: (4 page limit) (10 points)

The summary should be prepared after the application has been developed in order to encompass all the key points necessary to communicate the objectives of the project. It is the document that becomes the cornerstone of the proposal, and the initial impression it gives will be critical to success of the venture. In many cases, the summary will be the first part of the proposal package seen by the agency and could potentially be the only part of the package that is carefully reviewed before the decision is made to consider the project any further.

D. Organization Background and Qualifications: Describes the organization and its qualifications for funding (20 points)

- a. Mission and goal of the organization
- b. Current array of behavioral health services:
 - Note any specialty focus areas e.g., population and/or models
- c. Number of family and youth staff and adults with lived experience or certified as Peer Support Specialists (PSS)
 - Include how many with lived experience
- d. Describe your organization's cross-system partnership and agency with at least 2 different adult and/or child-serving systems
 - What did each activity accomplish for your organization's population of focus?
 - What did your organization learn from each of the experiences?
- e. Describe your organization's efforts to monitor your training and technical assistance system and how you ensure fidelity to the EBPs utilized
- f. Describe your organization's experience providing services to youth (and families) involved with Child Welfare and Juvenile Justice Systems
 - Share any organizational and/or staff resources that make your organization specifically suited to serve these youth
- g. Describe how your organization approaches working with service providers at the individual family/youth level and the system level
- h. The details of:
 - Any criminal convictions of any of the applicant or Board Members, staff, subcontractors or agents of which the applicant has knowledge of or a statement that there are none

- Any criminal investigations pending against any of the applicant or their officers, directors, employees, agents, or subcontractors of which the applicant has knowledge or a statement that there are none
- Any regulatory sanctions levied against any of the applicant or their officers, directors, employees, agents, or subcontractors by any state or federal regulatory agencies within the past three years of which the applicant has knowledge or a statement there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings
- Any regulatory investigations pending against any of the applicant or any of their officers, directors, employees, agents, or subcontractors by any state or federal regulatory agencies of which the applicant has knowledge or a statement that there are none. Note: The Division may reject a proposal solely on the basis of this information
- Any of the applicant’s directors, partners, proprietors, officers, or employees or any of the proposed project staff are related to any DHHS employees. If such relationships exist, identify the related individuals, describe their relationships, and identify their respective employers and positions
- Assurance that the applicant and the proposed contractor staff are not excluded from participation by Medicaid or the Office of the Inspector General of the United States Department of Health and Human Services

E. Assessment of Need/s (Problem Statement) (5 page limit) (20 points)

- a. Identify your population(s) of focus and the geographic catchment area where services will be delivered. Describe other behavioral health care services currently available in the service area including whether they also serve your target population.
- b. Describe the nature of the problem, including service gaps, and document the unmet mental health and substance use needs in the community (i.e., current prevalence rates or incidence data) for the population(s) of focus

F. A written description of the Contractor’s approach to the project, including identification of key partners. (8 page limit) (20 points)

- a. Describe the goals and measurable objectives and align them with your statement of need
- b. Describe how you will implement all of the required activities
- c. Describe how you will be able to meet CCBHC criteria within six (6) months of receiving the award (see Appendix A: CCBHC Criteria Compliance Checklist)
- d. Provide a chart or graph depicting a realistic timeline for the entire duration of the project period showing dates, key activities, and responsible staff
- e. Identify the EBPs that will be used:
 - i. Discuss how each EBP selected is appropriate to your population(s) of focus and the outcomes you want to achieve
 - ii. Describe any modifications to the EBPs and why those modifications are necessary
- f. Provide a complete list of staff positions for this project including:
 - i. Clinical Director
 - ii. Medical Director
 - iii. Director of Continuous Quality Improvement
 - iv. Provide credentials, level of effort, and experience
- g. Provide specific information about how you will collect the required data for this program and how such data will be utilized to manage, monitor and enhance the program

G. Sustainability (Steps taken to ensure future successes or continuation of the project beyond the award period, e.g., future financial support, staff requirements, and/or continued community interest) (15 points)

- H. Line Item Budget and Budget Narrative.** Every item that appears in the budget should be explained clearly, so the evaluator/reviewer will understand it. The budget narrative should explain how the numbers in the budget were calculated and how each expense is related to the proposed project. The Budget Narrative is the justification of ‘how’ and/or ‘why’ a line item helps to meet the program deliverables. It is also used to determine if the costs in the contract are reasonable and permissible. (5 points)
- I. Performance Based Budget.** Budget set up by performance/deliverables/milestones. (5 points)
- J. Supporting documents excluded from page limit above (5 points):**
- a. An organizational chart identifying the personnel who will be assigned to work on this project.
 - b. Applicable Terms and Conditions (select and attach the appropriate Terms and Conditions for your organization type from Appendix B.
 - c. Applicable Certifications from Appendix C

Submit complete Application, including signature of authorized representative to:
NC Department of Health and Human Services Division of Mental Health, Developmental Disabilities and Substance Abuse Services RFA.responses@dhhs.nc.gov no later than 5:00 p.m. EDT March 15, 2022.

13.0 EVALUATION CRITERIA AND SCORING

PHASE I: INITIAL QUALIFYING CRITERIA

The applicant's proposal must meet all of the following Phase I application acceptance criteria in order to be considered for further evaluation. Any proposal receiving a "no" response to any of the following qualifying criteria shall be disqualified from consideration.

ITEM	APPLICATION ACCEPTANCE CRITERIA	RFA Section	YES	NO
1	Was the contractor's application received by the deadline specified in the RFA?			
2	Vendor proposal includes all required affirmative statements, assurances, and certifications signed by the vendor's responsible representative, as described in the appendices of the RFA			
3	Included in those certifications, the contractor states that it is not excluded from entering into a contract with DHHS/State due to restrictions related to the federal debarment list, etc.			
4	Vendor meets the minimum qualification and eligibility requirements as stated in Section 2.0			
6	Program's review of the contractor verifies that the vendor is not excluded from contracting with DHHS/State for any unresolved finding for recovery			

PHASE II: CRITERIA FOR SCORING PROPOSAL/APPLICATIONS

Qualifying application proposals will be collectively scored by the proposal review team. All qualified applications will be evaluated, and awards made based on the following criteria considered, to result in awards most advantageous to the State. Applications will be scored on the content, quality, and completeness of the responses to the items in the scope of work and to how well each response addresses the following core factors. DHHS will consider scores, organizational capacity, and distribution among catchment areas, and variety of quality improvement plans in determining awards. Please note that contractors not meeting the eligibility requirements or any of the minimum or mandatory requirements as stated in Phase I will not be scored.

Evaluation Criteria	Score
Proposal Summary	10
Organizational Background/Qualifications	20
Assessment of Needs	20
Approach to Project	20
Sustainability	15
Line Item Budget	5
Performance-Based Budget	5
Supporting Documentation	5
Total Score	100

ATTACHMENT A

LINE ITEM BUDGET AND BUDGET NARRATIVE (SAMPLE).

Budget Categories	Narrative	Master Line Item Budget (Required)				TOTALS
		07/01/22 - 06/30/23	07/01/23 - 06/30/24	07/01/24 - 06/30/25	07/01/25 - 09/30/25	
Human Resources						
Salary/Wages						\$ -
Fringe Benefits						\$ -
Other						\$ -
Operational Expenses/Capital Outlays						
Supplies and Materials						
Furniture						\$ -
Other						\$ -
Equipment						
Communication						\$ -
Office						\$ -
IT						\$ -
Assistive Technology						\$ -
Medical						\$ -
Scientific						\$ -
Other						\$ -
Travel						
Provider Staff						\$ -
Board Members (Travel, Per Diem)						\$ -
Utilities						
Gas						\$ -
Electricity						\$ -
Telephone						\$ -
Water						\$ -
Other						\$ -
Repair and Maintenance						\$ -
Staff Development (Provider Staff Only)						\$ -
Media/Communication/Public Affairs						
Advertising						\$ -
Audiovisual presentations/multimedia/tv/radio presentations						\$ -
Logos						\$ -
Promotional items						\$ -
Publications						\$ -
Public service announcements and ads						\$ -
Reprints						\$ -
Text translation into another language						\$ -
Websites and web materials						\$ -
Rent						
Office Space						\$ -
Equipment						\$ -
Furniture						\$ -
Vehicles						\$ -
Other						\$ -
Professional Services						
Legal						\$ -
IT						\$ -
Accounting						\$ -
Payroll						\$ -
Security						\$ -
Other						
Audit Services						\$ -
Service Payments						\$ -
Incentives and Participants						\$ -
Insurance and Bonding						\$ -
Not Otherwise Classified						\$ -
Subcontracting and Grants						\$ -
Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Costs (Cannot exceed 10% of Subtotal unless approved Indirect Cost Allocation Plan is submitted with application)						\$ -
Total Budgeted Expenditures		\$ -	\$ -	\$ -	\$ -	\$ -

APPENDIX A: CCBHC CRITERIA COMPLIANCE CHECKLIST

This compliance checklist identifies the criteria required for a Certified Community Behavioral Health Clinic (CCBHC) and their designated collaborating organizations (DCOs), which together form the CCBHC.

Program Requirement 1: Staffing

Criteria 1.a. General Staffing Requirements

1.a.1: Needs Assessment and Staffing Plan

<input type="checkbox"/>	The CCBHC has completed a needs assessment
<input type="checkbox"/>	The CCBHC needs assessment addresses cultural, linguistic, treatment and staffing needs and resources of the area to be served by the CCBHCs and addresses transportation, income, culture, and other barriers
<input type="checkbox"/>	The CCBHC needs assessment addresses workforce shortages
<input type="checkbox"/>	Consumers and family members and relevant communities (e.g., ethnic, tribal) were consulted in a meaningful way to complete the needs assessment
<input type="checkbox"/>	There is recognition of the CCBHCs obligation to update the assessment at least every 3 years
<input type="checkbox"/>	The staffing plan for the CCBHC reflects the findings of the needs assessment
<input type="checkbox"/>	The CCBHC bases its requirements for services at the CCBHC, including care coordination, on the needs assessment findings

1.a.2: Staff

<input type="checkbox"/>	CCBHC staff (both clinical and non-clinical) is appropriate in size and composition for the population to be served by the CCBHC (includes the provision of services to veterans)
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1.a.3: Management Staffing

<input type="checkbox"/>	CCBHC management staffing is adequate for the needs of the CCBHC as determined by the needs assessment and staffing plan
<input type="checkbox"/>	The CCBHC has a management team structure with key personnel identified by name, including a CEO or Executive Director/Project Director and a Medical Director (may be the same person and Medical Director need not be full time)
<input type="checkbox"/>	For a CCBHC without a psychiatrist as Medical Director, provisions are made for psychiatric consultation and a medically trained behavioral health provider with appropriate education and licensure to independently prescribe as the Medical Director

1.a.4: Liability/Malpractice Insurance

<input type="checkbox"/>	The CCBHC maintains adequate liability/malpractice insurance
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Criteria 1.B. Licensure and Credentialing of Providers

1.b.1: Appropriate Licensure and Scope of Practice

<input type="checkbox"/>	CCBHC practitioners providing services will furnish these services within their scope of practice in accordance with all applicable federal, state, and local laws and regulations
<input type="checkbox"/>	The CCBHC has policies and procedures in place to ensure continuation of licensure (non-lapse)
<input type="checkbox"/>	The CCBHC has formal agreements in place with their DCOs, ensuring the DCO staff members serving CCBHC consumers also have appropriate licensure and required state certifications

1.b.2: Required Staffing

<input type="checkbox"/>	The CCBHC staffing plan meets requirements of the state behavioral health authority and any accreditation or other standards required by the state and identifies specific staff disciplines that are required
<input type="checkbox"/>	The CCBHC staffing plan requires a medically trained behavioral health care provider, either employed or available through formal arrangement, who can prescribe and manage medications

	independently under state law, including buprenorphine products, naltrexone and other medications used to treat opioid and/or alcohol use disorders
<input type="checkbox"/>	The CCHBC staffing plan requires credentialed substance abuse specialists
<input type="checkbox"/>	The CCBHC staffing plan requires individuals with expertise in addressing trauma and promoting the recovery of children and adolescents with serious emotional disturbance (SED) and adults with serious mental illness (SMI)
<input type="checkbox"/>	The CCBHC staffing plan requires other disciplines that can address needs identified by the needs assessment
<input type="checkbox"/>	The CCBHC has taken steps to alleviate workforce shortages where they exist

Criteria 1.C. Cultural Competence and Other Training

1.c.1: Training Plans

<input type="checkbox"/>	The CCBHC training plans realistically address the need for culturally competent services given the needs identified in the needs assessment
<input type="checkbox"/>	The CCBHC training plans require the following training at staff orientation and annually thereafter: (1) risk assessment, suicide prevention and suicide response; and (2) the roles of families and peers
<input type="checkbox"/>	The CCBHC training plan requires the following training at staff orientation and thereafter as needed: cultural competence; person-centered and family-centered, recovery-oriented, evidence-based, and trauma-informed care; integration of primary care and behavioral health care; and a continuity plan
<input type="checkbox"/>	The CCBHC has policies or procedures in place to implement this training, ensure the competence of trainers and trainees, and keep track of training by employee
<input type="checkbox"/>	If active duty military and/or veterans are served, CCBHC cultural competency training includes information related to military culture

1.c.2 – 1.c.4: Skills and Competence

<input type="checkbox"/>	The CCBHC has written policies and procedures that describe the methods used for assessing skills and competencies of providers
<input type="checkbox"/>	The CCBHC provides in-service training and education programs
<input type="checkbox"/>	The CCHBC maintains a list of in-service training and educational programs provided during the previous 12 months
<input type="checkbox"/>	The CCBHC maintains documentation of completion of training and demonstration of competencies within staff personnel records
<input type="checkbox"/>	The individuals providing training to CCBHC staff have the qualifications to do so as evidenced by their education, training, and experience

Criteria 1.D. Linguistic Competence

1.d.1 – 1.d.4: Meaningful Access

<input type="checkbox"/>	If the CCBHC serves consumers with Limited English Proficiency (LEP) or with language-based disabilities, the CCBHC takes reasonable steps to provide meaningful access to their services for such consumers
<input type="checkbox"/>	The CCBHC’s interpretation and translation service (s) (e.g., bilingual providers, onsite interpreter, and language telephone line) are appropriate and timely for the size and needs of the LEP CCBHC consumer population identified in the needs assessment
<input type="checkbox"/>	CCBHC interpreters are trained to function in a medical setting
<input type="checkbox"/>	CCBHC auxiliary aids and services are available and responsive to the needs of consumers with disabilities (e.g., sign language interpreters, teletype {TTY} lines)
<input type="checkbox"/>	On the basis of the findings of the needs assessment, documents, or messages vital to a consumer’s ability to access CCBHC services (e.g., registration forms, sliding scale fee discount schedule, after-hours coverage, and signage) are available for consumers in languages common in the community served. The documents consider the literacy levels of the community as well as

	the need for alternative formats (e.g., for consumers with disabilities), and they are provided in a timely manner
<input type="checkbox"/>	CCBHC consumers are made aware of resources designed to provide meaningful access

1.d.5: Meaningful Access and Privacy

<input type="checkbox"/>	CCBHCs policies have explicit provisions for ensuring that all employees, affiliated providers, and interpreters understand and adhere to confidentiality and privacy requirements applicable to the service provider, including but not limited to the requirements of the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2 (Confidentiality of Alcohol and Drug Abuse Patient Records), patient privacy requirements specific to care for minors, and other state and federal laws
<input type="checkbox"/>	CCBHC consumer consent documentation is regularly offered, explained, and updated
<input type="checkbox"/>	The CCBHC satisfies the requirements of privacy and confidentiality while encouraging communication between providers and family of the consumer

Program Requirement 2: Availability and Accessibility of Services

Criteria 2.A. General Requirements of Access and Availability

2.a.1-2.a.8: Access and Availability Generally

<input type="checkbox"/>	The CCBHC takes measures to ensure provision of a safe, functional, clean, and welcoming environment for consumers and staff
<input type="checkbox"/>	The CCBHC complies with all relevant federal, state, and local laws and regulations regarding client and staff safety, cleanliness, and accessibility
<input type="checkbox"/>	CCBHC outpatient clinic hours include some evening and weekend hours and meet the needs of the population served
<input type="checkbox"/>	The location of the CCBHC is accessible to the consumer population being served
<input type="checkbox"/>	The CCBHC provides transportation or transportation vouchers for consumers as resources allow
<input type="checkbox"/>	The CCBHC utilizes mobile in-home, telehealth/telemedicine, and/or online treatment services, where appropriate, and have either sufficient experience or preparation to do so effectively
<input type="checkbox"/>	The CCBHC engages in outreach and engagement activities to assist consumers and families to access benefits and services
<input type="checkbox"/>	CCBHC services are aligned with state or county/municipal court standards for the provision of court-ordered services
<input type="checkbox"/>	The CCBHC has adequate continuity of operations/disaster plans in place
<input type="checkbox"/>	The CCBHC provides available and accessible services that will accommodate the needs of the population to be served as identified in the needs assessment

Criteria 2.B. Requirements for Timely Access to Services and Initial and Comprehensive Evaluation for New Consumers

2.b.1: Timing of Screening, Evaluation and Provision of Services to NEW CCBHC Consumers

<input type="checkbox"/>	For new CCBHC consumers with an initial screening identifying an urgent need, the CCBHC complies with either: (1) the criteria requirement that clinical services and initial evaluation are to be provided/completed within one (1) business day of the time the request is made, or (2) a more stringent state standard of less than one day
<input type="checkbox"/>	For new CCBHC consumers with an initial screening identifying routine needs, the CCBHC complies with either: (1) the criteria requirement that clinical services and initial evaluation are to be provided/completed within 10 business days, or (2) a more stringent state standard of less than 10 business days
<input type="checkbox"/>	For new consumers, the CCBHC either: (1) uses the criteria requirement that a comprehensive person-centered and family-centered diagnostic and treatment planning evaluation be completed within 60 calendar days of the first request for services, or (2) has a more stringent time standard

<input type="checkbox"/>	The CCBHC has policies and/or procedures for new consumers that include administration of a preliminary screening and risk assessment to determine acuity of needs in accordance with state standards
<input type="checkbox"/>	The CCBHC has policies and/or procedures for conducting: (1) an initial evaluation, and (2) a comprehensive person-centered and family-centered diagnostic and treatment planning evaluation in accordance with state standards
<input type="checkbox"/>	The CCBHC has policies and/or procedures to ensure immediate, appropriate action, including any necessary subsequent outpatient follow-up if the screening or other evaluation identifies an emergency or crisis need
<input type="checkbox"/>	The CCBHC has policies and/or procedures for initial evaluations that are conducted telephonically that require the initial evaluation to be reviewed and the consumer to be seen in person at the next encounter, once the emergency is resolved

2.b.2: Updating Comprehensive Person-Centered and Family-Centered Diagnostic and Treatment Planning Evaluation

<input type="checkbox"/>	CCBHC treatment teams update the comprehensive person-centered and family-centered diagnostic and treatment planning evaluation, in agreement with and endorsed by the consumer and in consultation with the primary care provider (if any), when changes in the consumer's status, responses to treatment, or goal achievement have occurred
<input type="checkbox"/>	Assessment must be updated no less frequently than every (1) 90 calendar days; (2) has a more stringent time standard of less than 90 days; or (3) has an existing less stringent time standard that is acceptable. If the third option is chosen, the time standard and the justification for using it are described below

2.b.3: Timing of Services for Established Consumers

<input type="checkbox"/>	The CCBHC complies with the standards for established CCBHC consumers seeking an appointment for routine needs. The CCBHC may either: (1) use the criteria requirement that outpatient clinical services for established CCBHC consumers seeking an appointment for routine needs are provided within 10 business days of the requested date for service and for those presenting with an urgent need, within 1 business day of the request, (2) has a more stringent time standard of days, or (3) has an existing less stringent time standard that is acceptable. If the third option is chosen, the time standard and the justification for using it are described below
<input type="checkbox"/>	The CCBHC has in place policies and/or procedures for established CCBHC consumers who present with an emergency/crisis need, that include options for appropriate and immediate action

Criteria 2.C. Access to Crisis Management Services

<input type="checkbox"/>	The CCBHC provides crisis management services that are available and accessible 24 hours a day and required to be delivered within three (3) hours
<input type="checkbox"/>	The CCBHC has policies or procedures in place requiring communication to the public of the availability of these services, as well as to consumers at intake, and that the latter is provided in a way that ensures meaningful access
<input type="checkbox"/>	The CCBHC has policies or procedures in place addressing: (1) coordination of services when consumers present to local emergency departments (EDs); (2) involvement of law enforcement when consumers are in psychiatric crisis; and (3) reducing delays in initiating services during and after a consumer has experienced a psychiatric crisis
<input type="checkbox"/>	The CCHBC works with consumers at intake and after a psychiatric emergency or crisis to create, maintain and follow a crisis plan

Criteria 2.D. No Refusal of Services Due to Inability to Pay

<input type="checkbox"/>	The CCBHC has a policy that services cannot be refused because of inability to pay
<input type="checkbox"/>	The CCBHC has policies or procedures that ensure (1) provision of services regardless of ability to pay; (2) waiver or reduction of fees for those unable to pay; (3) equitable use of a sliding fee discount schedule that conforms to the requirements in the criteria; and (4) provision of

	information to consumers related to the sliding fee discount schedule, available on the website, posted in the waiting room, and provided in a format that ensures meaningful access to the information
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Criteria 2.e. Provision of Services Regardless of Residence

<input type="checkbox"/>	The CCBHC has a policy that services cannot be refused due to residence
<input type="checkbox"/>	The CCBHC has policies or protocols addressing services for those living out of state
<input type="checkbox"/>	The CCBHC has policies or procedures ensuring: (1) services will not be denied to those who do not live in the catchment area (if there is one), including provision of crisis services, provision of other services, and coordination and follow-up with providers in the individual’s catchment area; and (2) services will be available for consumers living in the CCBHC catchment area but who are distant from the CCBHC

Program Requirement 3: Care Coordination

Criteria 3.A. General Requirements of Care Coordination

<input type="checkbox"/>	The CCBHC coordinates care across the spectrum of health services, including access to high-quality physical health (both acute and chronic) and behavioral health care, as well as social services, housing, educational systems, and employment opportunities as necessary to facilitate wellness and recovery of the whole person
<input type="checkbox"/>	The CCBHC has procedures in place that comply with HIPAA, 42 CFR Part 2, requirements specific to minors, and other privacy and confidentiality requirements of state or federal law addressing care coordination and in coordination with the DCOs
<input type="checkbox"/>	The CCBHC has policies and/or procedures in place to encourage participation by family members and others important to the consumer in care coordination, subject to privacy and confidentiality requirements and subject to consumer consent
<input type="checkbox"/>	The CCBHC has policies and procedures in to assist consumers and families of children and adolescents in obtaining appointments and keeping the appointment when there is a referral to an outside provider, subject to privacy and confidentiality requirements and consistent with consumer preference and need
<input type="checkbox"/>	The CCBHC has procedures for medication reconciliation with other providers

Criterion 3.B. Care Coordination and Other Health Information Systems

<input type="checkbox"/>	The CCBHC has health information technology (HIT) systems in place that (1) include EHRs; (2) can capture demographic information, diagnoses, and medication lists; (3) provide clinical decision support; and (4) can electronically transmit prescriptions to the pharmacy
<input type="checkbox"/>	CCBHC HIT systems allow reporting on data and quality measures required by the criteria
<input type="checkbox"/>	The CCBHC has plans in place to use the HIT system to conduct activities such as population health management, quality improvement, disparity reduction, outreach and research. NOTE: If a CCBHC HIT system is being newly established, it is certified to accomplish the activities above; to send and receive the full common data set for all summary of care records; to support capabilities including transitions of care, privacy and security; and to meet the Patient List criterion (45 CFR §170.314(A)(14)) established by the Office of the National Coordinator (ONC) for ONC’s Health IT Certification Program
<input type="checkbox"/>	The CCBHC has a plan in place to improve care coordination between the CCBHC and DCOs using HIT. The plan should include how the CCBHC can support electronic health information exchange to improve care transitions to and from the CCBHC using the HIT system they have or are developing related to transitions of care

Criterion 3.C. Care Coordination Agreements

CCBHCs are expected to work towards formal agreements (contract, Memorandum of Agreement (MOA), or Memorandum of Understanding (MOU)) during the funding period but should at least have some informal agreement (letter of support, letter of agreement, or letter of commitment) with each

entity at certification. The agreement must describe the parties' mutual expectations and responsibilities to care coordination.

<input type="checkbox"/>	The CCBHC has an agreement in place with Federally Qualified Health Centers (FQHCs) and, where relevant, Rural Health Clinics (RHCs), unless health care services are provided by the CCBHC
<input type="checkbox"/>	The CCBHC has protocols for care coordination with other primary care providers when they are the provider of health care for consumers
<input type="checkbox"/>	The CCBHC has an agreement in place with Inpatient psychiatric treatment, including substance use disorder services facilities to provide services at the clinically appropriate level, and residential programs
<input type="checkbox"/>	The CCBHC has provisions for tracking consumers admitted to and discharged from these facilities (unless there is a formal transfer of care)
<input type="checkbox"/>	The CCBHC has protocols for transitioning consumers from emergency departments and these other settings to a safe community setting, including transfer of medical records, prescriptions, active follow-up, and, where appropriate, a plan for suicide prevention and safety, and for provision of peer services
<input type="checkbox"/>	The CCBHC has an agreement in place with community or regional services, supports, and providers. These include the following specified in the statute: schools; child welfare agencies; juvenile and criminal justice agencies and facilities, including drug, mental health, veterans and other specialty courts; Indian Health Service (HIS) youth regional treatment centers; state licensed and nationally accredited child placing agencies for therapeutic foster care service; and other social and human services. Also noted in the criteria as potentially relevant are the following: specialty providers of medications for treatment of opioid and alcohol dependence; suicide/crisis hotlines and warm lines; other HIS or tribal programs; homeless shelters; housing agencies; employment services systems; services for older adults, such as Aging and Disability Resource Centers; and other social and human services (e.g., domestic violence centers, pastoral services, grief counseling, Affordable Care Act navigators, food and transportation programs)
<input type="checkbox"/>	The CCBHC has an agreement in place with the nearest Department of Veterans Affairs' medical center, independent clinic, drop-in center, or other facility of the department
<input type="checkbox"/>	The CCBHC explored agreements with each of the facilities of different types are nearby
<input type="checkbox"/>	The CCBHC has an agreement in place with inpatient acute-care hospitals, including emergency departments, hospital outpatient clinics, urgent care centers, residential crisis settings, and substance use disorder treatment programs offering a continuum of care to include outpatient with induction services and maintenance treatment for MAT, intensive outpatient or partial hospital programs, or centers of excellence or those with a specialty in treating OUD and when clinically indicated inpatient and residential treatment programs
<input type="checkbox"/>	The CCBHC has provisions for tracking consumers admitted to and discharged from these facilities (unless there is a formal transfer of care from a CCBHC)
<input type="checkbox"/>	The CCBHC has procedures and services for transitioning consumers from EDs and these other settings to CCBHC care, for shortened lag time between assessment and treatment, and for transfer of medical records, prescriptions, active follow-up
<input type="checkbox"/>	The CCBHC has care coordination agreements that require coordination of consent and follow-up within 24 hours, continuing until the consumer is linked to services or is assessed as being no longer at risk, for consumers presenting to the facility at risk for suicide
<input type="checkbox"/>	The CCBHC makes and documents reasonable attempts to contact all consumers discharged from these settings within 24 hours of discharge

Criterion 3.D. Treatment Team, Treatment Planning and Care Coordination Activities

<input type="checkbox"/>	CCBHC treatment planning includes the consumer, the family of child consumers, and if the consumer chooses, the adult consumer's family or others designated by the consumer
<input type="checkbox"/>	CCBHC treatment planning and care coordination are person-centered and family-centered

<input type="checkbox"/>	CCBHC treatment planning and care coordination comply with HIPAA and other privacy and confidentiality requirements
<input type="checkbox"/>	The CCBHC coordinates care provided by DCOs
<input type="checkbox"/>	The CCBHC designates interdisciplinary treatment teams composed of individuals who work together to coordinate the medical, psychosocial, emotional, therapeutic, and recovery support needs of CCBHC consumers that may include traditional approaches to care for consumers who may be American Indian or Alaska Native as appropriate for the individual's needs
<input type="checkbox"/>	The CCBHC provides recovery support needs of CCBHC consumers, including, as appropriate, traditional approaches to care for consumers who may be American Indian or Alaska Native

Program Requirement 4: Scope of Services

Criteria 4.a. General Service Provisions

<input type="checkbox"/>	The CCBHC directly provides, at a minimum, the four required services
<input type="checkbox"/>	CCBHC formal agreements with DCOs within the state make clear that the CCBHC retains ultimate clinical responsibility for CCBHC services provided by DCOs
<input type="checkbox"/>	All required CCBHC services, if not available directly through the CCBHC, are provided through a DCO
<input type="checkbox"/>	CCBHC consumers have freedom to choose providers within the CCBHC and its DCOs
<input type="checkbox"/>	CCBHC consumers have access to CCBHC grievance procedures, including for CCBHC services provided by a DCO
<input type="checkbox"/>	With regard to CCBHC or DCO services, the grievance process satisfies the minimum requirements of Medicaid and other grievance requirements such as those that may be mandated by relevant accrediting entities
<input type="checkbox"/>	CCBHC services provided by DCOs meet the same quality standards as those required of the CCBHC

Criteria 4.B. Person-Centered and Family-Centered Care

<input type="checkbox"/>	The CCBHC and its DCOs providers are person-centered and family-centered and recovery oriented, being respectful of the individual consumer's needs, preferences, and values, and ensuring both consumer involvement and self-direction of services received
<input type="checkbox"/>	The services that the CCBHC and its DCOs provide for children and adolescents are family-centered, youth-guided, and developmentally appropriate
<input type="checkbox"/>	CCBHC services are culturally appropriate, as indicated in the needs assessment

Criteria 4.C. Crisis Behavioral Health Services

<input type="checkbox"/>	The following services are explicitly included among CCBHC services that are provided directly or through an existing state-sanctioned, certified, or licensed system or network for the provision of crisis behavioral health services: (1) 24 hour mobile crisis teams, (2) emergency crisis intervention services, (3) crisis stabilization services, (4) suicide crisis response; and (5) services for substance abuse crisis and intoxication, including ambulatory and medical detoxification services
<input type="checkbox"/>	<p>Crisis services are provided by the CCBHC or by an existing state-sanctioned, certified, or licensed system or network for the provision of crisis behavioral health services. Please indicate how crisis services are provided:</p> <p><input type="checkbox"/> By the CCBHCs directly</p> <p><input type="checkbox"/> By an existing system or network with which the CCBHCs have a formal agreement.</p> <p>Describe the existing system:</p>

Criteria 4.D. Behavioral Health Screening, Assessment, and Diagnosis

<input type="checkbox"/>	The CCBHC directly provides behavioral health screening, assessment, and diagnosis, including risk assessment
<input type="checkbox"/>	The CCBHC ensures that all of the following occurs: (1) tobacco use: screening and cessation intervention; (2) unhealthy alcohol use: screening and brief counseling; (3) child and adolescent major depressive disorder suicide risk assessment; (4) adult major depressive disorder suicide risk assessment; and (5) screening for clinical depression and follow-up plan
<input type="checkbox"/>	The CCHBC's initial evaluation of consumers includes the following: (1) preliminary diagnoses; (2) source of referral; (3) reason for seeking care, as stated by the consumer or other individuals who are significantly involved; (4) identification of the consumer's immediate clinical care needs related to the diagnoses for mental and substance use disorders; (5) a list of current prescriptions and over-the-counter medications, as well as other substances the consumer may be taking; (6) as assessment of whether the consumer is a risk to self or to others, including suicide risk factors; (7) an assessment of whether the consumer has other concerns for their safety; (8) assessment of need for medical care (with referral and follow-up as required); (9) a determination of whether the person presently is or ever has been a member of the U.S. Armed Services; and (10) such other assessment as the state may require as part of the initial evaluation <ul style="list-style-type: none"> ▪ Describe additional requirements (if any) established by the state, based on the population served, for the initial evaluation
<input type="checkbox"/>	The CCBHC regularly obtains release of information consent forms as feasible as part of the initial evaluation
<input type="checkbox"/>	Licensed behavioral health professionals, performing within the state's scope of practice and working in conjunction with the consumer as members of the treatment team, complete a comprehensive person-centered and family-centered diagnostic and treatment planning evaluation within 60 days of the first request for services by new CCBHC consumers
<input type="checkbox"/>	The CCBHC meets applicable state, federal or applicable accreditation standards for comprehensive diagnostic and treatment planning evaluations
<input type="checkbox"/>	The CCBHC conducts screening, assessment, and diagnostic services in a timely manner and in a time period responsive to consumers' needs
<input type="checkbox"/>	CCBHC screening, assessment and diagnostic services are sufficient to assess the need for all services provided by the CCBHCs and their DCOs
<input type="checkbox"/>	The CCBHC uses standardized and validated screening and assessment tools and, where appropriate, motivational interviewing techniques
<input type="checkbox"/>	The CCBHC uses culturally and linguistically appropriate screening tools
<input type="checkbox"/>	The CCBHC uses tools/approaches that accommodate disabilities (e.g., hearing disability, cognitive limitations), when appropriate
<input type="checkbox"/>	The CCBHC conducts a brief intervention and provides or refers the consumer for full assessment and treatment if screening identifies unsafe substance use, including problematic alcohol or other substance use

Criteria 4.E. Person-Centered and Family-Centered Treatment Planning

<input type="checkbox"/>	The CCBHC directly provides person-centered and family-centered treatment planning in the state
<input type="checkbox"/>	The CCBHC provides for collaboration with and endorsement by (1) consumers, (2) family members or caregivers of child and adolescent consumers, and (3) to the extent adult consumers wish, adult consumers' families
<input type="checkbox"/>	The CCBHC uses individualized treatment planning that includes shared decision-making; addresses all required services; is coordinated with the staff or programs needed to carry out the plan; includes provision for monitoring progress towards goals; is informed by consumer assessments; and considers consumers' needs, strengths, abilities, preferences, and goals, expressed in a manner capturing consumers' words or ideas and, when appropriate, those of consumers' families/caregivers

<input type="checkbox"/>	The CCBHC seeks consultation for special emphasis problems and the results of such consultation are included in the treatment plan
<input type="checkbox"/>	The CCBHC documents consumers' advance wishes related to treatment and crisis management or consumers' decisions not to discuss those preferences

Criteria 4.F. Outpatient Mental Health and Substance Use Services

<input type="checkbox"/>	The CCBHC directly provides outpatient mental health and substance use services
<input type="checkbox"/>	The CCBHC focuses as a priority service on providing necessary care to those living with serious mental illness (psychotic disorders, severe mental illnesses with result in danger to self/others and/or grave disability) including emergency assessment and treatment including use of appropriate psychotropic medications and psychotherapeutic interventions, ACT, and if so ordered, AOT services
<input type="checkbox"/>	The CCBHC provides identified evidence-based or best practices outpatient mental health and substance use services
<input type="checkbox"/>	The CCBHC makes available specialized services for purposes of outpatient mental and substance use disorder treatment, through referral or formal arrangement with other providers or, where necessary and appropriate, through use of telehealth/telemedicine services
<input type="checkbox"/>	The CCBHC provides evidenced-based services that are developmentally appropriate, youth-guided, and family or caregiver driven to children and adolescents
<input type="checkbox"/>	The CCBHC considers the individual consumer's phase of life, desires and functioning and appropriate evidence-based treatments
<input type="checkbox"/>	The CCBHC considers the level of functioning and appropriate evidence-based treatments when treating individuals with developmental or other cognitive disabilities
<input type="checkbox"/>	The CCBHC delivers treatment by staff with specific training in treating the segment of the population being served
<input type="checkbox"/>	The CCBHC uses approaches when addressing the needs of children that comprehensively address family/caregiver, school, medical, mental health, substance abuse, psychosocial, and environmental issues

Criteria 4.G. Outpatient Clinic Primary Care Screening and Monitoring

<input type="checkbox"/>	The CCBHC is responsible for outpatient clinic primary care screening and monitoring of key health indicators and health risks and that care is coordinated. If primary care screening and monitoring are offered by a DCO(s), the CCBHC has a formal agreement with the DCO(s)
<input type="checkbox"/>	The CCBHC collects and reports the following: (1) adult body mass index (BMI) screening and follow-up; (2) weight assessment and counseling for nutrition and physical activity for children and adolescents; (3) care for controlling high blood pressure; (4) diabetes screening for people with serious mental illness: Hemoglobin A1c (HbA1c); (6) metabolic monitoring for children and adolescents on antipsychotics; (7) cardiovascular health screening for people who are prescribed antipsychotic medications; and (8) cardiovascular health monitoring for people with cardiovascular disease and schizophrenia
<input type="checkbox"/>	The CCBHC ensures that children receive age appropriate screening and preventive interventions including, where appropriate, assessment of learning disabilities, and older adults receive age appropriate screening and preventive interventions

Criteria 4.H. Targeted Case Management Services

<input type="checkbox"/>	The CCBHC is responsible for high quality targeted case management services that will assist individuals in sustaining recovery, and gaining access to needed medical, social, legal, educational, and other services and supports. If targeted case management services are offered by a DCO(s), the CCBHC has a formal agreement with the DCO(s)
<input type="checkbox"/>	The CCBHC has established requirements, based on the population served, as to what targeted case management services must be offered as part of the CCBHC care system, including identifying target populations. The population(s) targeted is (are) _____

Criteria 4.I. Psychiatric Rehabilitation Services

<input type="checkbox"/>	The CCBHC is responsible for evidence-based and other psychiatric rehabilitation services. If psychiatric rehabilitation services are offered by a DCO(s), the CCBHC has a formal agreement with the DCO(s)
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Criteria 4.J. Peer Supports, Peer Counseling and Family/Caregiver Supports

<input type="checkbox"/>	The CCBHC is responsible for peer specialist and recovery coaches, peer counseling, and family/caregiver supports. If peer support, peer counseling and family/caregiver support services are offered by a DCO(s), the CCBHC has a formal agreement with the DCO(s)
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Criteria 4.K. Intensive, Community-Based Mental Health Care for Members of the Armed Forces and Veterans

<input type="checkbox"/>	The CCBHC is responsible for intensive, community-based behavioral health care for certain members of the U.S. Armed Forces and veterans, particularly those Armed Forces members located 50 miles or more (or one hour's drive time) from a Military Treatment Facility (MTF) and veterans living 40 miles or more (driving distance) from a VA medical facility, or as otherwise required by federal law. The CCBHC has demonstrated efforts to facilitate the provision of intensive community-based behavioral health services to veterans and active duty military personnel
<input type="checkbox"/>	CCBHC care provided to veterans is consistent with minimum clinical mental health guidelines promulgated by the Veterans Health Administration (VHA), including clinical guidelines contained in the Uniform Mental Health Services Handbook of such Administration
<input type="checkbox"/>	The CCBHC asks and documents asking all individuals inquiring about services, whether they have ever served in the U.S. military. For those affirming current or former service in the U.S. military, CCBHCs either direct them to care or provide care through the CCBHC as required by criterion 4.k.2
<input type="checkbox"/>	The CCBHC offers assistance with enrollment in the VHA for the delivery of health and behavioral health services to persons affirming former military service
<input type="checkbox"/>	The CCBHC provides coordination between the care of substance use disorders and other mental health conditions for veterans and active duty military personnel who experience both, to the extent those services are appropriately provided by the CCBHC in accordance with criteria 4.k.1 and 4.k.2
<input type="checkbox"/>	The CCBHC provides for integration and coordination of care for behavioral health conditions and other components of health care for all veterans and active duty military personnel who experience both, to the extent those services are appropriately provided by the CCBHC in accordance with criteria 4.k.1 and 4.k.2
<input type="checkbox"/>	The CCBHC assigns a Principal Behavioral Health Provider to every veteran seen, unless the VHA has already assigned a Principal Behavioral Health Provider
<input type="checkbox"/>	The CCBHC provides care and services for veterans that are recovery-oriented, adhere to the guiding principles of recovery, VHA recovery, and other VHA guidelines
<input type="checkbox"/>	CCBHC staff who work with military or veteran consumers are trained in cultural competence, and specifically military and veterans' culture
<input type="checkbox"/>	The CCBHC develops a behavioral health treatment plan for all veterans receiving behavioral health services compliant with provisions of Criteria 4.K

Program Requirement 5: Quality and Other Reporting

Criteria 5.A. Data Collection, Reporting, and Tracking

<input type="checkbox"/>	The CCBHC has the ability (for, at a minimum, all Medicaid enrollees) to collect, track, and report data and quality metrics as required by the statute and criteria
<input type="checkbox"/>	The CCBHC has formal arrangements with the DCOs to obtain access to data needed to fulfill their reporting obligations and to obtain appropriate consents necessary to satisfy HIPAA, 42 CFR Part 2, and other requirements

Criteria 5.B. Continuous Quality Improvement (CQI) Plan

<input type="checkbox"/>	The CCBHC has written CQI plans that satisfy the requirements of the criteria
<input type="checkbox"/>	The CCBHC's CQI plans specifically address (1) consumer suicide attempts and deaths, (2) 30-day hospital readmissions, and (3) quality of care issues including monitoring for metabolic syndrome, movement disorders, and other medical side effects of psychotropic medications

Program Requirement 6: Organizational Authority, Governance, and Accreditation

Criteria 6.A General Requirements of Organizational Authority and Finances

<input type="checkbox"/>	The CCBHC's organizational authority is among those listed in the statute and criteria
<input type="checkbox"/>	The CCBHC not operated under or in collaboration with the authority of the Indian Health Service, an Indian tribe, or tribal or urban Indian organization, has reached out to these entities within their geographic service area and entered into arrangements with them to assist in the provision of services to and to inform the provision of services to AI/AN consumers
<input type="checkbox"/>	The CCBHC has a procedure for an annual financial audit and correction plan, when the latter is necessary

Criteria 6.B. Governance

<input type="checkbox"/>	<p>The CCBHC board members are representative of the individuals being served by the CCBHC in terms of demographic factors such as geographic area, race, ethnicity, sex, gender identity, disability, age, and sexual orientation, and in terms of types of disorders. The CCBHC incorporates meaningful participation by adult consumers with mental illness, adults recovering from substance use disorders, and family members of CCBHC consumers through the options listed below. Identify which method was used to certify the CCBHC</p> <ul style="list-style-type: none">▪ 51 percent of the board are families, consumers, or people in recovery from behavioral health conditions. The CCBHC has described how it meets this requirement or developed a transition plan with timelines appropriate to its governing board size and target population to meet this requirement that is satisfactory to the state▪ A substantial portion of the governing board members meet this criterion and other specifically described methods for consumers, people in recovery and family members to provide meaningful input to the board about the CCBHC's policies, processes, and services▪ The CCBHC is comprised of a governmental or tribal entity or a subsidiary or part of a larger corporate organization that cannot meet these requirements for board membership. The CCHBC has specified and documented the reasons why the CCBHC cannot meet these requirements and the CCBHC has developed an advisory structure and other specifically described methods for consumers, persons in recovery, and family members to provide meaningful input to the board about the CCBHC's policies, processes, and services
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APPENDIX B: TERMS AND CONDITIONS

1. [HealthCare Providers](#)
2. [Private Sector](#)
3. [Local Government \(Public Sector\)](#)
4. [Other State Departments](#)
5. [Duke](#)
6. [Private University](#)
7. [Master Agreement \(UNC Systems\) incorporated by reference](#)

Select the appropriate terms and conditions for the Contractor organization and attach to the application as indicated in Section 12: Application Content and Instructions. These terms are a part of the award document for selected applications.

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Division.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) 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.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Division and Contractor that any such person or entity, other than the Division or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Services

Service Standards: During the term of the Agreement the Contractor and its employees, agents, and subcontractors shall provide high quality professional services consistent with the standards of practice in the geographic area and with all applicable federal, state, and local laws, rules and regulations, all applicable ethical standards, and standards established by applicable accrediting agencies. The Contractor and its employees, agents and subcontractors shall exercise independent professional judgment in the treatment and care of patients.

Records: During the term of this Agreement, the Contractor and its employees, agents, and subcontractors shall maintain complete and professionally adequate medical records consistent with the standards of practice in the geographic area and their respective health care professions. The Contractor and its employees, agents, and subcontractors shall prepare all reports, notes, forms, claims and correspondence that are necessary and appropriate to their professional services.

Licenses: During the term of this Agreement, the Contractor and its employees, agents, and subcontractors shall hold, current facility and occupational licenses and certifications at the levels required to practice their professions and to provide the contracted services in the State of North Carolina.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the Division, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor or its employees, agents, or subcontractors in connection with the performance of this contract.

- (a) **Insurance:** During the term of the contract, the Contractor shall provide, at its sole cost and expense, commercial insurance of such types and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:
- (1) **Professional Liability Insurance:** The Contractor shall ensure that the Contractor and its employees, agents, and subcontractors each maintain through an insurance company or through a program of self-funded insurance, professional liability insurance with limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate.

- (2) **Worker's Compensation Insurance:** The Contractor shall provide and maintain worker's compensation insurance, as required by the laws of the states in which its employees work, covering all of the Contractor's employees who are engaged in any work under the contract.
 - (3) **Employer's Liability Insurance:** The Contractor shall provide employer's liability insurance, with minimum limits of \$500,000.00, covering all of the Contractor's employees who are engaged in any work under the contract.
 - (4) **Commercial General Liability Insurance:** The Contractor shall provide commercial general liability insurance on a comprehensive broad form on an occurrence basis with a minimum combined single limit of \$1,000,000.00 for each occurrence.
 - (5) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (A) owned by the Contractor and used in the performance of this contract;
 - (B) hired by the Contractor and used in the performance of this contract; and
 - (C) owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance. The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.
- (b) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
 - (c) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
 - (d) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.

- (e) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.
- (f) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
- (g) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
- (h) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (i) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
- (j) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance, if requested, to the Division before the Contractor begins work under this contract.

Default and Termination

Termination Without Cause: The Division may terminate this contract without cause by giving **30 days written notice** to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the

Contractor, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the Division of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Division and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

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

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Division. The parties specifically agree that all medical and other patient records shall be treated as confidential so as to comply with all state and federal laws and regulations regarding confidentiality of such records. These confidentiality obligations shall not terminate with the termination of this Agreement.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the contractor is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Division or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

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. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of

three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Government Review: To the extent required by applicable law and pursuant to written requests from any appropriate governmental authority, Contractor and the Division shall make available to such appropriate governmental authority this Agreement and any books, records, documents and other records that are necessary to certify the nature and extent of the services provided and the cost claimed for services rendered pursuant to this Agreement or so as to otherwise comply with the requirements of any lawful agreement between the party and such governmental authority.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision

or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: 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.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Division for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Division.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor; or (b) 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.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Division and Contractor that any such person or entity, other than the Division or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the Division, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or

omission of the Contractor in connection with the performance of this contract.

Insurance: (a) During the term of the contract, the Contractor shall provide, at its sole cost and expense, commercial insurance of such types and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

(6) **Worker's Compensation Insurance:** The Contractor shall provide and maintain worker's compensation insurance, as required by the laws of the states in which its employees work, covering all of the Contractor's employees who are engaged in any work under the contract.

(7) **Employer's Liability Insurance:** The Contractor shall provide employer's liability insurance, with minimum limits of \$500,000.00, covering all of the Contractor's employees who are engaged in any work under the contract.

(8) **Commercial General Liability Insurance:** The Contractor shall provide commercial general liability insurance on a comprehensive broad form on an occurrence basis with a minimum combined single limit of \$1,000,000.00 for each occurrence.

(9) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:

- (A) owned by the Contractor and used in the performance of this contract;
- (B) hired by the Contractor and used in the performance of this contract; and
- (C) owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

- (b) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (c) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (d) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by

demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.

- (e) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.
- (f) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
- (g) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
- (h) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (i) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
- (j) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance, if requested, to the Division before the Contractor begins work under this contract.

Default and Termination

Termination Without Cause: The Division may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Contractor

responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the Division of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Division and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the Division. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the Division shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

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

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Division. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the Division’s Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the contractor is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Division or the Contractor to give affected persons written notice of a security breach arising out of the Contractor’s performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

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. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract (“product” includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina

and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: 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.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. The term "key personnel" includes any and all persons identified by as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Division for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Division.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) 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.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Division and Contractor that any such person or entity, other than the Division or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Services

Service Standards: The Contractor shall provide high quality services consistent with the standard of practice in the geographic area and with all applicable federal, state, and local laws, rules and regulations, all applicable ethical standards, and standards established by applicable accrediting agencies. The Contractor shall exercise independent professional judgment in the treatment and care of patients.

Records: The Contractor shall maintain complete and professionally adequate medical records consistent with the standards of practice and the profession. The Contractor shall prepare all reports, notes, forms, claims and correspondence that are necessary and appropriate to the Contractor's provision of professional services.

Licenses: During the term of this Agreement, the Contractor shall hold, a current license at the level required to practice the Contractor's profession and provide the contracted services in the State of North Carolina.

Indemnity and Insurance

Indemnification: The Division, the State of North Carolina and Contractor agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

- (k) **Insurance:** During the term of the contract, the Contractor shall provide, at its sole cost and expense, commercial insurance of such types and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:
- (10) **Professional Liability:** The Contractor shall provide and maintain, through an insurance company or through a program of self-funded insurance, professional liability insurance for itself with limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate.
 - (11) **Worker's Compensation Insurance:** The Contractor shall provide and maintain worker's compensation insurance, as required by the laws of the states in which its employees work, covering all of the Contractor's employees who are engaged in any work under the contract.
 - (12) **Employer's Liability Insurance:** The Contractor shall provide employer's liability

insurance, with minimum limits of \$500,000.00, covering all of the Contractor's employees who are engaged in any work under the contract.

(13) **Commercial General Liability Insurance or A Program of Self Insurance:** The Contractor shall provide commercial general liability insurance on a comprehensive broad form on an occurrence basis with a minimum combined single limit of \$1,000,000.00 for each occurrence.

(14) **Automobile Liability Insurance or A Program of Self Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage. The Contractor shall provide this insurance for all automobiles that are:

(A) owned by the Contractor and used in the performance of this contract;

(B) hired by the Contractor and used in the performance of this contract; and

(C) owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

(l) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.

(m) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.

(n) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.

(o) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.

(p) With the exception of programs of self-insurance, the Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.

(q) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.

(r) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.

(s) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance, if requested, to the Division before the Contractor begins work under this contract.

Default and Termination

Termination Without Cause: The Division may terminate this contract without cause by giving **30 days written notice** to the Contractor. Contractor may terminate this contract without cause upon 90 days prior written notice to the Division. In either event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Termination for Cause: Either party may terminate this Agreement for any material breach of the Agreement provided the breaching party is given written notice of the breach and 30 days from receipt of such notice to correct the breaching conditions as described in the notice. If, the Contractor should fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The

filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the Division of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Division and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Patents And Inventions: Any invention or discovery made or conceived in the performance of this contract (hereinafter called "*INVENTION*"), and any patent granted on such *INVENTION* shall be jointly or individually owned by Contractor and/or Division in accordance with the following criteria:

- (a) Title to any *INVENTION* made or conceived jointly by employees of both Contractor and Division in the performance of this contract (hereinafter called "*JOINT INVENTION*") vests jointly in Division and Contractor.
- (b) Title to any *INVENTION* made or conceived solely by employees or students of either Contractor or Division in the performance of this Contract vests in the party whose employees or students made or conceived the *INVENTION* or discovery.

Publication: Contractor and its investigators are free to publish papers dealing with the results of the research project, if any, sponsored under this Contract. However, Division must be given thirty (30 days) to review such papers prior to any publication thereof. The Contractor shall acknowledge the Division's funding role in all publications.

Similar Research: Nothing in this Contract may be construed to limit the freedom of the Contractor or of its

researchers who are participants under the Contract from engaging in similar research made under grants, contracts, or agreements with parties other than the Division.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the Division shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: In the performance of this Agreement, the Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity in the performance of this Agreement.

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

Confidentiality

Confidentiality: Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Contractor under this contract shall be kept confidential and not divulged or made available to any individual or organization without the prior written approval of the Division. Subject to the foregoing provisions, Contractor reserves the right to use the results of all services provided under this contract for its teaching, research and publication purposes, provided such use is otherwise permitted by applicable law.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor

shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the contractor is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Division or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

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. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: In accordance with the State's basic records retention policy, records resulting from these Services shall not be destroyed, purged or disposed of without the express written consent of the Division during the period specified in the Stat's records retention policy and in accordance with state and federal law. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Government Review: To the extent required by applicable law and pursuant to written requests from any appropriate governmental authority, Contractor and the Division shall make available to such appropriate governmental authority this Agreement and any books, records, documents and other records that are necessary

to certify the nature and extent of the services provided and the cost claimed for services rendered pursuant to this Agreement or so as to otherwise comply with the requirements of any lawful agreement between the party and such governmental authority.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: 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.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. The term "key personnel" includes any and all persons identified by as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Division for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules.

International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Division.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may: (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s). 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.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Division and Contractor that any such person or entity, other than the Division or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Services

Service Standards: The Contractor shall provide high quality services consistent with the standard of practice in the geographic area and with all applicable federal, state, and local laws, rules and regulations, all applicable ethical standards, and standards established by applicable accrediting agencies. The Contractor shall exercise independent professional judgment in the treatment and care of patients.

Records: The Contractor shall maintain complete and professionally adequate medical records consistent with the standards of practice and the profession. The Contractor shall prepare all reports, notes, forms, claims and correspondence that are necessary and appropriate to the Contractor's provision of professional services.

Licenses: During the term of this Agreement, the Contractor shall hold, a current license at the level required to practice the Contractor's profession and provide the contracted services in the State of North Carolina.

Indemnity and Insurance

Indemnification: The Division, the State of North Carolina and Contractor agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

(t) **Insurance:** During the term of the contract, the Contractor shall provide, at its sole cost and expense, commercial insurance of such types and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

(15) **Professional Liability:** The Contractor shall provide and maintain, through an insurance company or through a program of self-funded insurance, professional liability insurance for itself with limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate.

(16) **Worker's Compensation Insurance:** The Contractor shall provide and maintain worker's compensation insurance, as required by the laws of the states in which its employees work, covering all of the Contractor's employees who are engaged in any work under the contract.

(17) **Employer's Liability Insurance:** The Contractor shall provide employer's liability insurance, with minimum limits of \$500,000.00, covering all of the Contractor's employees who are engaged in any work under the contract.

(18) **Commercial General Liability Insurance or A Program of Self Insurance:** The Contractor shall provide commercial general liability insurance on a comprehensive broad form on an occurrence basis with a minimum combined single limit of \$1,000,000.00 for each occurrence.

(19) **Automobile Liability Insurance or A Program of Self Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage. The Contractor shall provide this insurance for all automobiles that are:

(A) owned by the Contractor and used in the performance of this contract;

(B) hired by the Contractor and used in the performance of this contract; and

(C) owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

(u) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.

(v) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.

(w) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.

(x) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the

sole judge of whether such a waiver should be granted.

(y) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.

(z) With the exception of programs of self-insurance, the Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.

(aa) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.

(bb) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.

(cc) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance, if requested, to the Division before the Contractor begins work under this contract.

Default and Termination

Termination Without Cause: The Division may terminate this contract without cause by giving **30 days written notice** to the Contractor. Contractor may terminate this contract without cause upon 90 days prior written notice to the Division. In either event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Termination for Cause: Either party may terminate this Agreement for any material breach of the Agreement provided the breaching party is given written notice of the breach and 30 days from receipt of such notice to correct the breaching conditions as described in the notice. If, the Contractor should fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the

exact amount of damages due the Division from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the Division of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Division and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Patents And Inventions: Any invention or discovery made or conceived in the performance of this contract (hereinafter called "*INVENTION*"), and any patent granted on such *INVENTION* shall be jointly or individually owned by Contractor and/or Division in accordance with the following criteria:

- (a) Title to any *INVENTION* made or conceived jointly by employees of both Contractor and Division in the performance of this contract (hereinafter called "*JOINT INVENTION*") vests jointly in Division and Contractor.
- (b) Title to any *INVENTION* made or conceived solely by employees or students of either Contractor or Division in the performance of this Contract vests in the party whose employees or students made or conceived the *INVENTION* or discovery.

Publication: Contractor and its investigators are free to publish papers dealing with the results of the research project, if any, sponsored under this Contract. However,

Division must be given thirty (30 days) to review such papers prior to any publication thereof. The Contractor shall acknowledge the Division's funding role in all publications.

Similar Research: Nothing in this Contract may be construed to limit the freedom of the Contractor or of its researchers who are participants under the Contract from engaging in similar research made under grants, contracts, or agreements with parties other than the Division.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the Division shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: In the performance of this Agreement, the Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity. In the performance of this Agreement.

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

Confidentiality

Confidentiality: Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Contractor under this contract shall be kept confidential and not divulged or made available to any individual or organization without the prior written approval of the Division. Subject to the foregoing provisions, Contractor reserves the right to use the results of all services provided under this contract for its teaching, research and publication purposes, provided such use is otherwise permitted by applicable law.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the contractor is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Division or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

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. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: In accordance with the State's basic records retention policy, records resulting from these Services shall not be destroyed, purged or disposed of without the express written consent of the Division during the period specified in the Stat's records retention policy and in accordance with state and federal law. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families

(TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Government Review: To the extent required by applicable law and pursuant to written requests from any appropriate governmental authority, Contractor and the Division shall make available to such appropriate governmental authority this Agreement and any books, records, documents and other records that are necessary to certify the nature and extent of the services provided and the cost claimed for services rendered pursuant to this Agreement or so as to otherwise comply with the requirements of any lawful agreement between the party and such governmental authority.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: 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.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. The term "key personnel" includes any and all persons identified by as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Division for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

APPENDIX C: CERTIFICATIONS AND ASSURANCES

1. Conflict of Interest
 - a. Conflict of Interest Acknowledgement and Policy
(non-governmental agencies)
2. State Grant Certification – No Overdue Tax Debts
(non-governmental agencies)
3. State Certifications
4. IRS Tax Exemption Letter (if not already electronically on file) and IRS Tax Exemption Verification Form (Annual) (Non-Profit Contractors)
5. Federal Certifications
6. FFATA Subawardee Reporting Form

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of _____
County _____

I, _____, Notary Public for said County and State, certify that

_____ personally appeared before me this day and acknowledged

that he/she is _____ of

[name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the _____ day of _____, _____.

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)
Public

Notary

My Commission expires _____, 20 ____

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Name of Organization

Signature of Organization Official

Conflict of Interest Policy Example

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Name of Organization

Signature of Organization Official

Date

Conflict of Interest Verification (Annual)

We, the undersigned entity, hereby testify that our Organization's Conflict of Interest Acknowledgement and Policy adopted by the Board of Directors/Trustees or other governing body, is on file with the North Carolina Department of Health and Human Services (DHHS). If any changes are made to the Conflict of Interest Policy, we will submit a new Conflict of Interest Acknowledgment and Policy to the Department (DHHS).

Name of Organization

Contractor's Authorized Agent

Date

Printed Name of Contractor's Authorized Agent

Title

Signature of Witness

Date

Printed Name of Witness

Title

State Grant Certification – No Overdue Tax Debts

Grantee/Contractor should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of State Budget and Management.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

Entity’s Letterhead

[Date of Certification (mmddyyyy)]

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the **[insert organization’s name]** does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

[Name of Board Chair] and **[Name of Second Authorizing Official]** being duly sworn, say that we are the Board Chair and **[Title of the Second Authorizing Official]**, respectively, of **[insert name of organization]** of **[City]** in the State of **[Name of State]**; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

[Title of Second Authorizing Official]

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My Commission Expires: _____

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management:
NCGrants@osbm.nc.gov-(919)807-4795

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
- (b) [check **one** of the following boxes]
- Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
- The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
1. He or she is a duly authorized representative of the Contractor named below;
 2. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 3. He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: _____

Contractor's Authorized Agent: Signature _____ Date _____

Printed Name _____ Title _____

Witness: Signature _____ Date _____

Printed Name _____ Title _____

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

*The Non-Profit Contractor must provide a copy of their IRS Tax Exemption Status Letter.
If DHHS already has a copy of that document electronically on file, the annual verification must be submitted validating that their Tax Exempt Status has not changed.*

IRS Tax Exemption Verification Form (Annual)

We, the undersigned entity, hereby testify that the 501 (c) (3) status is on file with the North Carolina Department of Health and Human Services and is still in effect.

Name of Agency _____

Chairman, Executive Director, or other Authorized Official

Sworn to and subscribed before me, this _____ day of _____, _____.

Notary Public

My Commission expires: _____

FEDERAL CERTIFICATIONS

The undersigned states that:

He or she is the duly authorized representative of the Contractor named below;

He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:

- The Certification Regarding Nondiscrimination;
- The Certification Regarding Drug-Free Workplace Requirements;
- The Certification Regarding Environmental Tobacco Smoke;
- The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
- The Certification Regarding Lobbying;

He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;

[Check the applicable statement]

He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature	Title
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Contractor Name	Date
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[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination

on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

The Contractor certifies that it will provide a drug-free workplace by:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

Establishing a drug-free awareness program to inform employees about:

The dangers of drug abuse in the workplace;

The Contractor's policy of maintaining a drug-free workplace;

Any available drug counseling, rehabilitation, and employee assistance programs; and

The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);

Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

Abide by the terms of the statement; and

Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

Notifying the Division within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

Taking appropriate personnel action against such an employee, up to and including termination; or

Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street

City, State, Zip Code

Address

Street

City, State, Zip Code

Contractor will inform the Division of any additional sites for performance of work under this agreement.

False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Division or agency with which this transaction originates may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the Division or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Division or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

Identify the status of the covered Federal action.

Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application</p> <p><input type="checkbox"/> b. Initial Award</p> <p><input type="checkbox"/> c. Post-Award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Subawardee Tier (if known) _____</p> <p>Congressional District (if known) _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District (if known) _____</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number (if applicable) _____</p>	
<p>8. Federal Action Number (if known)</p>	<p>9. Award Amount (if known) \$</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		<p>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>