

OPCS RFA TEMPLATE-ONE STEP

REQUEST FOR APPLICATIONS
 Food and Nutrition Services – Employment and Training Program
RFA#: DCFW23-001FNS-ET-RFA

RFA Posted	TBD		
Questions Due	June 12, 2023		
Applications Due	July 2, 2023		
Anticipated Notice of Award	September 15, 2023		
Anticipated Performance Period	October 1, 2023 – September 30, 2024		
Service	Food and Nutrition Services – Employment and Training Program		
Issuing Agency	North Carolina Department of Health and Human Services Division of Child and Family Well-Being		
E-mail Applications and Questions to	FNS Employment & Training Team	Email	FNSEandT@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 Department 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

Table of Contents

Article	Title	Page No.
1.0	Introduction	2
1.1	Purpose	2
1.2	Background	2
2.0	Eligibility	2-3
3.0	Award Information	3-5
3.1	Source of Funds and Pass-Through Requirements	5-6
3.2	Federal Funding Accountability And Transparency Act (FFATA)	6
4.0	Definitions, Acronyms, and Abbreviations	6-7
5.0	Scope of Work	7
5.1	Programmatic Requirements and Priorities	7-8
5.2	Contractor Responsibilities	8-10
5.3	Performance Standards and Expectations	10
5.4	Reporting Requirements	10
5.5	Other Contractor Requirements	10
5.6	Contractor Qualifications and Capacity	10-11
5.7	Contractor Enhancements or Additional Considerations	11
6.0	Division Responsibilities	11
6.1	Performance Oversight	12
7.0	Term of Contract, Options to Extend	12
8.0	Budget	12
9.0	Invoicing and Reimbursement	12
10.0	The Solicitation Process	12-13
11.0	General Information on Submitting Applications	13-14
12.0	Application Content and Instructions	15-17
13.0	Evaluation Criteria and Scoring	18
Attachment A	Line-Item Budget and Budget Narrative	19
Appendix A	Terms and Conditions	20-29
Appendix B	Certifications and Assurances	30-44

1.0 INTRODUCTION

In 1987, Congress established the Food Stamp Employment and Training (E&T) Program to assist able-bodied, food stamp recipients in obtaining employment. The food stamp program is now nationally known as the Supplemental Nutrition Assistance Program (SNAP). North Carolina's SNAP is known as Food and Nutrition Services (FNS).

1.1 PURPOSE

The FNS E&T program contracts with Community based originations to provide work force development and supported services for FNS participants to gain skills and find work that moves them forward to self-sufficiency.

1.2 BACKGROUND

The FNS E&T program is part of the national SNAP program, administered by the USDA FNS. In North Carolina, the state Department of Health and Human Services (DHHS), Division of Child and Family Well-Being ("Division") oversees the FNS E&T Program. The Division's Economic and Family Services section is responsible for supervising the policies, while local county Departments of Social Services (DSS) conduct activities directly related to recipients. E&T partners are agencies that contract directly with the Division to operate any portion of the E&T program.

Program participation is not mandatory and is administered via community-based and community college partnerships that develop on a voluntary basis. The fiscal portion of the partnerships are required to comply with the Code of Federal Regulations (CFR) Title 2 Part 200.

Give background information to assist Contractor in understanding the State's needs. This section includes the problem and background establishing the basis for the funding. Provides a description of the program and services and the outcomes to be achieved by soliciting proposals.

- A. The North Carolina Department of Health and Human Services (DHHS) is responsible for ensuring the health, safety, and well-being of all North Carolinians. In collaboration with our partners, DHHS provides essential services to improve the health, safety, and well-being of all North Carolinians. The Food and Nutrition Services Employment and Training program is a unit within the Division of Child and Family Well-Being (DCFV). DCFV works to promote healthy and thriving children in safe, stable, and nurturing families, schools, and communities. The division included complementary programs that primarily serve children and youth to improve their health and well-being. SNAP E&T is a federally funded, state administered program that assists program participants in gaining the skills, training or work experience needed to move towards employment. The Food and Nutrition Act of 2008 provides that each State agency shall implement an employment and training program for the purpose of assisting members of SNAP households in gaining skills, training, work or experience that will increase their ability to obtain regular employment and meet State or local workforce needs.
- B. To assist as many SNAP households in gaining skills, training, work or experience that will increase their opportunity obtain regular employment and obtain sustainable income for their households.
- C. The E&T Program will deliver basic and vocational education, along with work experience for FNS E&T Participant to learn and apply their skills. The E&T Program will provide the case management and supportive services to assist with successful outcomes of gaining the skills and training to obtain employment.
- D. Snap/FNS Recipients are the beneficiaries and they gain the skills, training and support to obtain sustainable income for their household
- E. The Target Population is SNAP/FNS Recipients
- F. Primary counties served are as follows: Mecklenburg, Buncombe, Chatham, Cherokee, Durham, Lincoln, Wake, Pitt, Guilford, Durham, Orange, Iredell, Moore, Wilson, Cabarrus.

2.0 ELIGIBILITY

An Applicant must meet the following requirements:

- Be a non-profit or private organization.
- Provide a non-federal 1:1 match which includes funding for recipient expenses
- Offer one or more of the following components:
 - *Non-Education, Non-Work Components*

Supervised Job Search Training – strives to enhance job readiness skills by providing instruction in job seeking techniques. It may consist of job skills assessments, job placement services, or other direct

training or support activities. Other activities may include resume writing workshops and learning to use online job search tools.

Job Retention Services – provide support services for up to 90 days to recipients who have secured employment. Only recipients who have received other employment/ training services under the E&T program are eligible for job retention services. Job retention reimbursements must be reasonable and necessary and can include clothing required for the job, equipment or tools required for a job, relocation expenses, transportation, and childcare.

- *Education Components*

Basic Education and/or Foundational Skills Instruction (includes High School Equivalency programs)
Career and/or Technical Education Programs or Other Vocational Training

* Approved educational components must establish a direct link to job readiness. E&T funds can be used to pay for tuition and mandatory school fees charged to the general public. E&T funds cannot be used to pay for State or local education entitlements. Vocational Training courses can be included as part of the E&T education component. These training programs improve the employability of recipients by providing training in a skill or trade, thereby allowing the recipient to move directly and promptly into employment. Acceptable vocational training programs should have a direct link to the local job market. Vocational training, books, uniforms, and other expenses that are reasonable and necessary can be paid directly for participation in the vocational training component.

- *Work Components*

Self-Employment Programs – help teach recipients how to design and operate a small business or another self-employment venture.

Pre-Apprenticeships, Apprenticeships, and/or Internship Programs

Work Experience – involves actual work experience and/or on-the-job-training. Placements can be with private, for-profit companies, in contrast to the workfare component.

Workforce Investment and Opportunity Act (WIOA) includes job training services that are developed, managed, and administered by State agencies, local governments, and the business community under the WIOA. Activities include basic skills training (GED, literacy), occupational skills training, on-the-job training, work experience, job search assistance, and basic readjustment services.

3.0 AWARD INFORMATION

Individual agencies may only submit ONE application.

Applicants must provide a 50% match using non-federal funds. The Division will pass-through the 50% Federal reimbursement funds to the applicant.

The grant cycle will be for one year beginning October 1, 2023, until September 30, 2024. Contract renewal will be required annually and will be based on the availability of funding, contractor performance and contractual compliance. No carry over of unexpended funds is allowed from one fiscal year to another. Approximately 25 awards will be granted.

All funds are distributed on a reimbursement-after-expenditure basis. Funds from this grant may not be used to supplant other funds.

The Division awards E&T contracts using 50% reimbursement funding for administrative costs for the planning, implementing, and operating of an E&T program. FNS regulations require that State agencies reimburse E&T recipients for all expenses that are reasonable, necessary, and directly related to participation in an E&T component. The Federal government will reimburse 50% for allowable expenses.

All E&T allowable costs must be reasonable and necessary. Applicants must provide, in their application, detailed information about which expenses it proposes to reimburse beyond the traditional ones. (See Appendix 1 for comprehensive list).

Here are some examples of recipient reimbursements:

- Dependent care costs
- Transportation expenses
- Books or training manuals
- Uniforms
- Personal safety items required for participation.

Applicants may establish a cap on recipient reimbursements.

COST POLICIES FOR PARTNERSHIPS. Partnering agencies will put up the cost of operating an E&T program using non-federal funds and the State will pass-through the 50% Federal reimbursement funds to the applicant.

E&T expenses must be directly related to an approved E&T program component. Costs must be reasonable and necessary. A cost is reasonable if, in its nature and amount, it does not exceed that which a prudent person would pay under the circumstances prevailing at the time the decision was made to incur this cost. Necessary costs are incurred to carry out essential functions, cannot be avoided without adversely affecting program operation, and do not duplicate existing efforts.

E&T funds may not be used for FNS eligibility determination, sanction activities, recipient wages, or meals eaten away from home.

ALLOWABLE AND UNALLOWABLE ADMINISTRATIVE EXPENSES

ALLOWABLE ADMINISTRATIVE COSTS are operational costs for FNS E&T, which include all administrative expenses that are reasonable and necessary to operate an approved E&T program.

Allowable administrative expenses include:

- Salaries and benefits of personnel involved in FNS E&T and administrative support (See Salaries & Fringe Benefits)
- Office equipment, supplies, postage, duplication costs and travel that is necessary to carry out the program's objectives
- Development and production of FNS E&T materials when no other appropriate materials exist Lease or rental costs
- Maintenance expenses
- Other indirect costs
- Charges for travel for the purpose of fulfilling the approved plan based on official State travel policies and regulations found in the [State of North Carolina OSBM Budget Manual](#).

UNALLOWABLE ADMINISTRATIVE COSTS per 2 CFR 225 (OMB Circular A-87) and 2 CFR 220 (OMB Circular A-21) for State and local governments are listed below. Similar lists are found in 2 CFR 215 (OMB Circular A-110) and 2 CFR 230 (OMB Circular A-122), the OMB regulations applicable universities and non-profit organizations).

- Bad debts, uncollected accounts or claims, and related costs
- Contingencies or contributions to an emergency reserve or similar provision for unforeseen events (these are not insurance payments, which are allowable)
- Contributions and donations, usually these are political in nature
- Entertainment costs that are primarily for amusement or social activities (This is one with a lot of exceptions. For example, meals are cited in the OMB regulations but within the context of training meals might be allowable. There are several costs here that require a "reasonable judgment" based on why or when the activity takes place.)
- Fines and penalties for failure to comply with Federal, State, or Local laws

- Governor's Office expenses or costs of general government. Costs which may be directly charged to a Federal grant may be allowable. (For example, if a person assigned to the governor's office devotes 100 percent of his/her time to the FNS, the cost may be allowable. Each situation, however, shall be judged on its own merit.)
- Indemnification or payments to third parties and other losses not covered by insurance Legislative Expenses
- Losses not covered by insurance
- Under recovery of costs under Federal Funding Agreements-shortfalls in one grant cannot be charged to another Federal grant. (This is not the same as charging two Federal grants for a share of the costs of the activity if both agencies benefit from the activity funded. However, an allocations basis shall be established for sharing the costs in proportion to the benefit each receives.)
- Alcoholic Beverages
- Advertising and public relations, unless used for recruitment of staff, acquisition of material for the grant, or publishing the results of the grant
- Alumni activities
- Commencement and convocations
- Legal fees which result from a failure to follow Federal, State or Local laws
- Executive lobbying
- Goods and services for private use
- Housing and personal living expenses
- Interest, fund raising, and investment management
- Any and all political party expenses
- Pre-agreement costs, that is, all costs incurred prior to the grant award
- Scholarships and student aid
- Student activity costs
- State sales tax
- Late fees

SALARIES & FRINGE BENEFITS

State agencies may reimburse E&T partner agencies for staff time and fringe benefits if they are doing E&T specific work (like case management) and if these services are above and beyond what is offered to all other clients at no cost. If an applicant dedicates 100% of a staff position to the E&T program, FNS will pay his or her full salary and fringe benefits. If this staff person is less than 100%, he or she must keep timesheets to document the amount of time spent on E&T clients and E&T services. FNS will only pay applicant salaries and fringe benefits if there is a contract with the State agency. If an E&T partner is providing services outside of a contract or an MOU, FNS will pay the direct cost, or "shelf price" of services provided to E&T recipients.

INDIRECT COST RATES

2 CFR 225 (OMB Circular A-87)

FNS will accept indirect costs established through an indirect cost plan approved by the appropriate State agency. We retain the right to review any and all such plans. In the event a State agency has approved a plan, which is determined to be unacceptable, indirect costs charged through that plan may be disallowed. If a cost can be directly attributed to one grant, then that cost may not be included in either an indirect cost plan computation or any cost allocation plan.

3.1 SOURCE OF FUNDS AND PASS THROUGH REQUIREMENTS

Federal Award Identification Number:

Federal Award Date:

Subaward Period of Performance:

Amount of Federal Funds Obligated by this Action:

Total Amount of Federal Funds Obligated to the Subrecipient:

Total Amount of the Federal Award:

Federal Award Project Description:

Federal Awarding Agency:

Pass-through Entity:

DUNS #

CFDA Number:

CFDA Name:

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

- Able-Bodied Adult Without Dependents (ABAWD) – An ABAWD is an Able-Bodied Adult between ages 18 and 49 who receive SNAP benefits without child/ren in the FNS household and does not meet any other exemptions. DSS staff determines if a person is deemed an ABAWD.
- Adult Basic Education (ABE)
- Budget Projection Statement (BPS)
- Code of Federal Regulations (CFR)
- Community Based Organization (CBO)
- Community College (CC)
- Contractor – The person or company that undertakes a contract to provide materials or labor to perform a service or do a job.
- Department of Health and Human Services (DHHS) - The North Carolina Department of Health and Human Services; The Division of Child and Family Well-Being is housed within DHHS.
- Employment & Training (E&T)
- English as a Second Language (ESL)
- Federal Fiscal Year (FFY)
- Food and Nutrition Act of 2008 (The Act)
- Food and Nutrition Services benefits (FNS) - North Carolina DHHS DSS SNAP benefits.
- Full Time Equivalent (FTE)
- General Education Diploma (GED)
- Local County - Department of Social Services (DSS)
- NC Division of Child and Family Well-Being(the Division)
- Office of Management and Budget (OMB)
- Supplemental Nutrition Assistance Program (SNAP) - Food nutrition benefits; Previously known as the food stamp program.
- Temporary Assistance for Needy Families (TANF, also known as Work First)
- United States Department of Agriculture, Food Nutrition Services (USDA FNS) - Federal agency that administers the SNAP program.
- Workforce Investment and Opportunity Act (WIOA) - Includes job training services that are developed, managed, and administered by State agencies, local governments, and the business community. Activities

include basic skills training (GED, literacy), occupational skills training, on-the-job training, work experience, job search assistance, and basic readjustment services.

5.0 SCOPE OF WORK

Annually, the FNS E&T Program is awarded an allotment of federal funds to administer the program. FNS E&T funds are used to assist FNS recipients aged 16 and beyond, with a desire to work, in finding employment and/or education and training opportunities that lead to sustainable employment. All non-exempt FNS recipients must register to work. The E&T Program must include at least one of the following components: 1) a job search training program; 2) work experience or training; 3) State, local or Workforce Investment and Opportunity Act (WIOA) work programs; 4) education programs such as Basic Adult Education, GED preparation, and English as a Second Language classes; 5) vocational and technical training; and 6) self-employment.

ASSESSMENT. FNS recipients must be assessed prior to placement in an E&T component. Assessment should include an in-depth evaluation of employability skills coupled with counseling on how and where to search for employment. This assessment can be done by an E&T counselor, case manager, or an E&T service provider.

CHECK FOR FNS ELIGIBILITY. E&T participants must be an FNS recipient to receive E&T services. Community Based Organizations (CBO) will work with their local DSS agency to ensure participants received FNS benefits in the month of E&T participation.

CHECK FOR TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF) PARTICIPATION.

Before placement in a component, CBOs will work with their local DSS to ensure that the E&T participant is not a TANF Employment (Work First Employment) recipient. E&T funds cannot be used to serve TANF Employment recipients.

PLACEMENT. After screening and assessment, an E&T participant is placed in a component. Activity placements must be appropriate for the individual's skill level, experience, and career goals.

PARTICIPATION TRACKING. E&T participation must be tracked and reported on the FNS-583 form. The level of participation depends on the component, and satisfactory compliance is defined by the Division.

FAILURE TO COMPLY PROCEDURES. Recipients do not receive sanctions or penalties for failure to comply with an E&T program.

RECIPIENT REIMBURSEMENTS. E&T recipients must be reimbursed for reasonable and necessary expenses directly related to participation in the E&T component.

OUTCOME MEASURES. The Division has flexibility to identify what outcome measures to collect. Currently, North Carolina does not have outcome measures for E&T contractors or recipients.

5.1 PROGRAMMATIC REQUIREMENTS AND PRIORITIES

All SNAP E&T programs must provide case management and at least one E&T component.

State agencies have flexibility in how they deliver their E&T programs. State agencies frequently partner with organizations in the community, such as American Job Centers, community colleges, and community-based organizations, to serve a greater number of SNAP participants and diversify their E&T component offerings. Partners should have the expertise and experience to provide high-quality employment and training services.

An individual is eligible to receive FNS E&T services if he/she is:

- A member of an active FNS unit
- At least 16 years of age
- A resident of a county operating an E&T Program
- Able to work upon program completion
- Physically and mentally able to work at least 20 hours per week.

For clients with a verified disability, such as an active SSI recipient, you will use the client's statement or client-provided documentation to determine FNS E&T eligibility.

An individual CANNOT receive FNS E&T services if he/she:

- Is an applicant or recipient of Work First Family Assistance (WFFA) required to participate in employment services. FNS recipients who are a part of WFFA Child-Only cases may receive E&T services
- Is a refugee subject to work requirements imposed by a Refugee Resettlement Program (RRP)

FNS E&T is designed to be a tool to help address the needs of able-bodied adults without dependents (ABAWDs). These individuals are deemed ABAWDs by FNS eligibility workers.

Priority for E&T components should be given to ABAWDs as they are subject to sanctions and the loss of FNS benefits if they fail to participate in a qualifying component for less than 20 hours weekly or 80 hours monthly.

North Carolina's E&T Program is a package of essential services consisting of the following services: Assessment: Assessment is completed upon referral to E&T. Assessments should include an in-depth evaluation of employability skills coupled with counseling on how and where to search for employment. This can be done by either the local DSS E&T staff, the community college, or the CBO. Assessment is to evaluate the employment skills of an E&T participant and for proper component placement, NOT to determine whether the participant is subject to FNS work requirements.

Participation Tracking: E&T participants are tracked and reported quarterly and annually through the Geographic Solutions (GeoSol) E&T case management system. Outcome Measures: Annually, NCDHHS must submit a report to the USDA on the E&T program that includes the number of participants who have gained skills, training, work, or experience that will increase their ability to obtain regular employment. This report is derived from E&T data collected in GeoSol E&T case management system.

5.2 CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- a. Develop methods to track DCFW-referred E&T participants (through completion) for reporting back to the local DCFW caseworker. The participant's identification as a FNS recipient is confidential. Documentation will be maintained in NCFAST by the local DCFW agency for FNS E&T enrollment, additional services received, certification completion, and employment. Outcomes will be reported accordingly. E&T services will be monitored as required and reimbursement requests will be submitted in a timely manner. Please refer to the SNAP E&T Handbook for Contractor responsibilities SNAP E&T Handbook.
- b. Explain and refer eligible FNS recipients to the FNS E&T Program.
- c. Review, prepare and submit its DCFW-1571 Part III Administrative Costs Report and Report of Services Provided (Monthly Component/Activity Report) by the 10th of the month (or the first workday thereafter) following the month during which services were rendered, in accordance with the DCFW Fiscal Manual. The DCFW Fiscal Manual can be found at <https://policies.ncdhhs.gov/departmental/policies-manuals/>.
- d. Review, approve, and submit its monthly requests for reimbursement in accordance with the DCFW Fiscal Manual.
- e. Prepare and submit the FNS E&T End-of-Year Performance Status Report annually by December 10th.
- f. Adhere to the approved North Carolina FNS E&T State Plan for providing the following E&T program components, as applicable:
 - i. Assessments/ Orientation/Pre-Enrollment: Meet with each referred participant to provide an overview of the FNS E&T Program. Also, assess his/her work placement readiness and barriers to employment.
 - ii. Case Management: Meet with the E&T participants at a minimum of once per month to discuss progress on goals according to the individuals IEP
 - iii. Supervised Job Search Component and Job Search Training: Provide participant(s) with access to resume assistance and computer resource rooms to conduct on-line searches at vendor sites. Employment Specialist will be available to assist with job search or arrange for additional training or work experience.
 - iv. Education Component: Provide referral to the most suitable education component in order for participant(s) to achieve the goal of being gainfully employed.

- v. Vocational Training: Provide participant(s) with vocational training that improves the employability of participants by providing training in a skill or trade, thereby allowing the participant to move directly and promptly into employment.
 - vi. Training Component: Provide referral to the most suitable training component in order for participant(s) to achieve the goal of being gainfully employed.
 - vii. Work Experience/Work Based Learning Component/OJT/Apprenticeships: Offer work experience placements for participants who wish to reconnect with employment, who have special identified needs or who wish to explore other career opportunities.
 - viii. Self-employment: Provide information and resources to assist with establishing a successful business
 - ix. 90-day Job Retention Component: Provide follow-up to support participants' progress of employment.
- g. Accept fiscal responsibility for their deviations from the terms of this Contract as a result of acts of any of its officers, employees, agents or representatives.
- h. Provide appropriate E&T program component services and/or referrals to Workforce Innovation and Opportunity Act (WIOA) representatives, local Community Colleges (CC), Skills Development/NC Works Career Center, etc.
- i. Comply with all applicable Federal laws, regulations, policies, ordinances, codes, rules, standards and assurances.
- j. Be liable for the acts and omissions of their respective employees in the performance of services to the extent permitted by applicable law.
- k. Comply with appropriate requirements, which can be found online at: <https://it.nc.gov/document/statewide-information-security-manual>
- l. At a minimum, implement the following privacy and security safeguards in the protection of the Division's confidential client information ("Confidential Data"):
- i. Maintaining Confidential Data in the strictest confidence and carefully restricting access to this Confidential Data to any other individual, employee, entity, or Subcontractor on a need to know or role-based basis, as is reasonably required to accomplish the purpose stated in this Contract;
 - ii. Refraining from disclosing Confidential Data to any unauthorized individual or entity, including a Subcontractor, without the prior written consent of the Division;
 - iii. Refraining from using Confidential Data other than as permitted or required by the Contract, or as required by State or Federal law;
 - iv. Terminating employees'/subcontractors' access privileges to Confidential Data immediately, when their employment/assignment has been terminated or their job responsibilities no longer require access to the Confidential Data;
 - v. Disposing of paper and equipment containing Confidential Data in a secure manner per NIST Special Publication (SP) 800-88 Revision 1, Guidelines for Media Sanitation;
 - vi. Implementing corrective action to eliminate or negate any harmful effect that is known to the Contractor of a use, access, acquisition or disclosure of Confidential Data by the Contractor in violation of the requirements of the Contract;
 - vii. Ensuring that its employees/Subcontractors agree to the same restrictions and conditions that apply in this Contract to the Contractor with respect to such Confidential Data; and
 - viii. Adopting and applying data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules. Such standards and procedures include, but are not limited to, access to systems and data; transmission and storage of data; access to, disclosure, sharing and

confidentiality of Confidential Data; use, retention and disposal of Confidential Data; and reporting of security incidents and breaches.

- ix. Agreeing 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.

5.3 PERFORMANCE STANDARDS AND EXPECTATIONS

Applicants must be equipped to meet the following performance measures:

1. Percentage of FNS recipients enrolled into E&T within 12 months must equal 50% of total population served.
2. Annual employment goal must equal 25% percent of total number of E&T participants enrolled.
3. 25% of total enrolled E&T participants must/shall successfully complete a component which leads to employment within 6 months from completion.

5.4 REPORTING REQUIREMENTS

Monthly:

DCFW Contract Reimbursement Requests (CRRs) and Report of Services Provided by the 10th of each month. Agencies with subcontract(s) must include monthly CRRs completed by the subcontractor(s) as well as reports of any services they provide. Each report must be submitted monthly even if no costs are incurred, or no services are provided.

Quarterly:

All Contractors will enter all data for the quarter in NC Works for the State to complete the FNS-583 Quarterly report to USDA.

All non-governmental Contractors that receive \$500,000 or more in total financial assistance must submit a single or program-specific audit to NCGrantsReporting@dhhs.nc.gov within 9 months of the Contractor's fiscal year end. Audits governed by 2 CFR 200.512 must be posted to the Federal Audit Clearinghouse (FAC) within 30 days of audit completion.

- Maintain an active record in the federal government's System for Award Management (SAM). This record must be updated annually.
- Federal Funding Accountability and Transparency Act (FFATA) Data Reporting Requirement form due with annual renewal materials.

5.5 OTHER CONTRACTOR REQUIREMENTS

5.6 CONTRACTOR QUALIFICATIONS AND CAPACITY

Applicants must consider the following qualifications and capacity requirements before applying for funding. Applicants must determine if its organization meets the required services and financial qualifications.

Any nonprofit, tax-exempt organization that is duly incorporated and registered under NC Statutes is eligible to apply if they meet the following requirements:

- Applicants have completed registration with the [NC Secretary of State](#).
- Applicants' Employer Identification Number (EIN), IRS tax exemption status documents, and registration with the Secretary of State must be consistent with both the name of agency and the EIN provided on the Family Support Application.
- Applicants and subcontractors follow [E-Verify](#) requirements found in [HB36](#) & [HB786](#), which requires employers with 25 or more employees to verify the work authorization of new employees working 9 months or more in a 12 month period through E Verify. This law also requires Contractors and Subcontractors of public agencies to comply with [Article 2: Chapter 64 of the NC General Statutes: Verification of Work Authorization](#) requirements.
- If applicable, applicants must have an Internal Revenue Service (IRS) exemption letter on file.

ESTABLISHING A PARTNERSHIP. The administrative requirements of an E&T program can be strenuous on smaller agencies and organizations. Potential applicants should be assessed for the capacity to ASSESS, PLACE AND TRACK recipients and to TRACK COSTS and INVOICE a Federal program. Capacity can be examined through service capacity and financial capacity.

SERVICE CAPACITY

E&T ACTIVITIES. Does the applicant offer appropriate and allowable E&T activities, or will it have to create new activities for FNS E&T clients?

VERIFICATION. Can the applicant verify that a recipient is receiving FNS benefits and not receiving cash assistance from a Title IV-A (TANF) program? Ultimately, it is the State's responsibility to ensure that FNS E&T recipients are not receiving TANF.

ASSESSMENT. Can the applicant assess and place E&T recipients in appropriate E&T activities?

SUPPORT SERVICES. What supportive services can the applicant provide? Support services can include case management, early intervention, career counseling, recipient reimbursements, referrals to additional programs and services.

MONITORING PARTICIPATION. Can the applicant monitor and report on the participation of FNS E&T clients? This is important for State agency reporting to FNS and for the State agency to evaluate performance measures.

FINANCIAL CAPACITY

FINANCIAL RESOURCES. Does the applicant have the cash-flow to support an E&T program? Will it be able to handle delays between outlays and reimbursement?

FEDERAL GRANT REQUIREMENTS. Does the applicant have experience with a Federal grant? Will it be able to track Federal funds and guarantee that the source of matching funds is non-Federal and allowable?

COST ALLOCATION. Does the applicant already allocate costs to other Federal, State or local grants? Does the cost allocation plan charge all grants consistently?

STAFF TIME. Does the applicant have the capacity to track and invoice for staff time spent on the E&T program? The applicant must keep time records in order to bill for its staff.

RECORD RETENTION. Can the applicant store records for State audits and reviews? New programs, designed solely for E&T recipients, are the easiest to administer and invoice. It is possible for an applicant to expand existing programs to accommodate FNS E&T recipients but, this requires greater administrative oversight and cost-tracking capacity.

An applicant must charge the Federal government consistently with how other recipients, local, State or Federal grants are charged in accordance with Federal grant circulars. If a service is offered at no cost to non-E&T recipients and it is not allocated to any other grant, an applicant cannot charge the E&T program for this service. For example, a YMCA center has a computer lab open to the public at no charge. The YMCA does not cost allocate the operating expenses of this lab to any grant. If an FNS E&T recipient uses this computer lab, the YMCA cannot charge the E&T program because no one else is charged for lab use. The services provided by an E&T applicant are reimbursable if the cost of these services is allowable and consistently charged to the general public or to other grants.

5.7 CONTRACTOR ENHANCEMENTS OR ADDITIONAL CONSIDERATIONS

6.0 DIVISION RESPONSIBILITIES

6.1 Performance Oversight

7.0 TERM OF CONTRACT, OPTIONS TO EXTEND

The performance period for this contract begins October 1, 2023 (or upon execution) and ends September 30, 2024. Up to two possible option years may be exercised by mutual agreement in accordance with the Terms and Conditions.

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, which could last as long as three years if the State exercises its option for one additional year.

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.

The Division shall have no obligation for payment of reimbursement request received later than December 30th. If this contract is terminated prior to the original end date, the Contractor is required to submit a final reimbursement report and to return any unearned funds to the Division within 30 days of the contract termination date or no later than December 30th. All payments are contingent upon fund availability.

Payment shall be made in accordance with the contract documents as described in the scope of work.

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) RFAs are being sent to prospective agencies and organizations.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) At that date and time the applications from each responding agency and organization will be logged in.
- 6) 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.
- 7) 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.

- 8) 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 October 30, 2023.
- 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 organizations 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.

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 B). Federal Certifications should NOT be signed or returned with the application.

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

This section includes what the Contractor is required to provide the division with its application response. *The Contractor 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.

Whenever possible, use appendices to provide details, supplementary data, references, and information requiring in-depth analysis. These types of data, although supportive of the proposal, if included in the body of the design, could detract from its readability. Appendices provide the proposal reader with immediate access to details if and when clarification of an idea, sequence or conclusion is required. Timetables, work plans, schedules, activities, and methodologies, legal papers, personal vitae, letters of support, and endorsements are examples of appendices.

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.

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: (1-page limit)

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 agency and very possible could 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 (points)

- 1) Mission and goal of the Organization
- 2) A brief overview of the contractor's history
- 3) Brief overview of the contractor's experience with providing the service (organizations past achievements and accomplishments and evidence of its impact)
- 4) Brief overview of all services provided by the Contractor within the last five years, including:
 - i) The beginning and ending dates of the contracts;
 - ii) The services provided under those contracts;
 - iii) The total number of Contractor employees assigned to service each contract;
 - iv) Whether any of those contracts were extended or renewed at the end of their initial terms;
 - v) Whether any of those contracts were terminated early for cause by either party to the contract;
 - vi) The "lessons learned" from each of those contracts; and
 - vii) The name, address, and telephone number of at least one manager in each client organization who is personally familiar with the Vendor's performance under the contract
- 5) Qualifications/background on organization's Board of Directors and Key Staff
- 6) The details of:
 - i) Any criminal convictions of any of the Contractor or any of their officers, directors, employees, agents or subcontractors of which the Contractor have knowledge or a statement that there are none;
 - ii) Any criminal investigations pending against of any of the Contractor or any of their officers, directors, employees, agents or subcontractors of which the Contractors have knowledge or a statement that there are none;
 - iii) Any regulatory sanctions levied against any of the Contractors or any of their officers, directors, employees, agents or subcontractors by any state or federal regulatory agencies within the past three years of which the Contractor s have knowledge or a statement that 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;
- iv) Any regulatory investigations pending against of any of the Contractors or any of their officers, directors, employees, agents or subcontractors by any state or federal regulatory agencies of which the Contractors have knowledge or a statement that there are none.
Note: The Department may reject a proposal solely on the basis of this information.
- v) Any of the Contractor'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.
- vi) Assurance that the Contractor 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.

7) Other major donors and summary of dollar amounts of contribution(s)

E. Assessment of Needs (Problem Statement) (page limit)

- 1) Problem (explain why the service is necessary) (1 page limit)
- 2) Describe what your organization is doing to address this problem (1 page limit)
- 3) Primary State/Counties Served (1 page limit)
- 4) Ethnicity, age, and gender of population served (1 page limit)
- 5) Target population or who are you plan on serving (1 page limit)
- 6) Number of beneficiaries (1 page limit)
- 7) Eligibility requirements to receive service (1 page limit)
- 8) Statistical facts and figures (national, state, local) (1 page limit)
- 9) Program Website (1 page limit)

F. A written description of the Contractor's approach to the project, including identification of key partners.

Provides a comprehensive framework understanding and description of the RFA. (The Contractors Approach to the project so that the desired results can be achieved).

List Goals and Objectives of the project (describes how they will be met and the outcome of the project in measurable terms.

- 1) Goals: Note: The outcome is derived from the goal. It has the same intention, but it is more specific, quantifiable, and verifiable than the goals. Please be aware of how realistic your outcomes are and that the outcomes should be aware of time-restraints. Outcomes should be SMART – Specific, Measurable, Achievable, Realistic, and Time-Bound. Contractors must describe the program's intent to maintain, change, reduce, or eliminate the problem noted in Section II and outline the project's goals.
- 2) Objectives: Objectives are the measurable outcomes of the project. They define your methods. Your objectives must be tangible, specific, concrete, measurable and achievable in a specified time period.

Contractors often confuse objectives with goals, which are conceptual and more abstract. For the purpose of illustration, here is the goal of a project with a subsidiary objective:

Goal: Our after-school program will help children read better.

Objective: Our after-school remedial education program will assist 50 children in improving their reading scores by one grade level as demonstrated by standardized reading tests administered after participating in the program for six months. The goal in this case is abstract: improving reading, while the objective is much more specific. It is achievable in the short term (six months) and measurable (improving 50 children's reading scores by one grade level). Well-articulated objectives are increasingly critical to an application's success.

G. A description of how the Contractor will meet each of the requirements and deliverable described in the scope of work (The Plan of Action).

The project design refers to how the project is expected to work and solve the stated problem. The section should be carefully reviewed to make sure that what is being proposed is realistic in terms of the Contractor's resources and timeframe. Suggested content narrative include:

- 1) Task Description of Project Activities, Inputs, Activities and Throughputs, Strategies and Methodologies and Schedules.
- 2) Performance Measures (Outputs and Quality Measures). Provide key measure that supports and measures the success of the project. When providing these measures please include the measure description, baseline, target, data source, collection plan and collection frequency.
- 3) Project Outcome (Describes the impact or benefit of the service on the client or customer or describes what was changed or accomplished as a result of the service. The outcome measures should be characterized as measurable, obtainable, understandable, clear, accurately reflecting the expected result, and set at a level to be attained within a specific time frame. Once the measures have been selected, it is necessary to design a way to get the information (see project evaluation) below. Expressed as a percentage and shows the qualitative consequences associated with the service)

H. Project Implementation Plan (Work plans, timelines, schedules and transition plans for the project)

- I. A description of how the Contractor will staff the project, including the name, resume and qualifications of each of the proposed team members (including subcontractors. (Note: This may need to go in the Appendix)**
- J. Sustainability (Steps taken to ensure future successes or continuing the project beyond the awarded period, e.g. future financial support, staff requirements, continued community interest).**
- K. Resolution of Challenges: an analysis of the project's risk and limitations, including how these factors will be addressed or minimized. (regulatory, environmental or other constraints)**
- L. 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 cost in the contract are reasonable and permissible.**
- M. Performance Based Budget. Budget set up by performance/deliverables/milestones.**

Supporting documents excluded from page limit above:

- A. An organizational chart identifying the personnel who will be assigned to work on this project.
- B. Letters of support from key partners and proposed sub awardees,
- C. Applicable Terms and Conditions
- D. Applicable Certifications from Appendix B

Submit complete application, including signature of authorized representative, to FNS E&T Team at FNSEandT@dhhs.nc.gov no later than 5:00 p.m. on Friday, July 2, 2023. Please note that applications received after 5:00 p.m. will be classified as late and will not be considered for funding. No mailed, hand delivered, or faxed applications will be accepted. Since applications must be submitted electronically, please allow additional time for any computer issues that may occur. NCDSS will provide an Acknowledgement of Receipt for all applications received.

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 Section 12 and Appendix B 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 eligibility requirements as stated in Section 2.0			
5	Vendor meets the minimum Qualification Requirements as described in Section 5.6			
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
Total Score	

ATTACHMENT A
LINE-ITEM BUDGET AND BUDGET NARRATIVE

CATEGORY	ITEM	NARRATIVE	AMOUNT
SALARY/WAGE			
FRINGE BENEFITS			
OTHER			
SUPPLIES MATERIALS			
EQUIPMENT			
TRAVEL			
RENT			
UTILITIES			
DUES AND SUBSCRIPTONS			
STAFF DEVELOPMENT			
PROFESSIONAL SERVICES			
SUB CONTRACTORS			
REPAIR AND MAINTENANCE			
MEDIA AND COMMUNICATIONS			

APPENDIX A
TERMS AND CONDITIONS

1. [Private Sector](#)
2. [Local Government \(Public Sector\)](#)
3. [Other State Departments](#)

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:

- (1) **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.
 - (2) **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.
 - (3) **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.
 - (4) **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 Department 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.

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 to the extent permitted by law.

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 Department 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.

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.

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 or approved local government travel policy. 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

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. The Contractor shall be responsible for the performance of all of its subcontractors.

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.

Termination

Termination: 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.

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.

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 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.

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.

Miscellaneous

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

APPENDIX B

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. [IRS Tax Exemption Letter](#) (if not already electronically on file)
and [IRS Tax Exemption Verification Form \(Annual\)](#) (Non Profit Contractors)
4. [Federal Certifications](#)
5. [State 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)

Notary Public

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:

##ContractorName##

Name of Organization

Signature of Organization Official

Date

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.”

*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:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [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.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Title

Contractor Name

Date

[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

1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. 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);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. 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:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. 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

Street

City, State, Zip Code

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. 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.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. 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 department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. 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.
4. 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.
5. 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 department or agency with which this transaction originated.
6. 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.
7. 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 Nonprocurement List.

8. 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.
9. 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 department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **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.
2. 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:

1. 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.
2. 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.
3. 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.
4. 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.

1. 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.
2. Identify the status of the covered Federal action.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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."
9. 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.
10. (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).
11. 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.
12. 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.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. 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.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. 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 align="center"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	<p>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):</p> <p align="center"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ € actual € 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>	

State Certifications Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes 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. 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

Certifications

- (1) **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
- (2) **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.
- (3) **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.
- (4) The undersigned hereby certifies further that:
 6. He or she is a duly authorized representative of the Contractor named below;
 7. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; **and**
 8. 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

Signature of Contractor’s Authorized Agent

Date

Printed Name of Contractor’s Authorized Agent

Title

Signature of Witness

Date

Printed Name of Witness

Title

The witness should be present when the Contractor’s Authorized Agent signs this certification and should sign and date this document

immediately thereafter.

Federal Funding Accountability and Transparency Act (FFATA) Data Reporting Requirement
 NC DHHS, Division of Child and Family Well-Being Subawardee Information

A. Exemptions from Reporting

1. Entities are **exempted** from the entire FFATA reporting requirement if **any** of the following are true:
 - The entity has a gross income, from all sources, of less than \$300,000 in the previous tax year
 - The entity is an individual
 - If the required reporting would disclose classified information
2. Entities who are not exempted entirely from FFATA reporting may be exempted from the requirement to provide executive compensation data. This executive compensation data is required ONLY if both below are true:
 - More than 80% of the entity's gross revenues are from the federal government **and** those revenues are more than \$25 million in the preceding fiscal year
 - Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

By signing below, I state that the entity listed below is exempt from:

The entire FFATA reporting requirement:

- as the entity's gross income is less than \$300,000 in the previous tax year.
- as the entity is an individual.
- as the reporting would disclose classified information.

Only executive compensation data reporting:

- as at least one of the bulleted items in item number 2 above is not true.

Signature _____ Name _____ Title _____
 Entity _____ Date _____

B. Reporting

1. **FFATA Data** required by all entities which receive federal funding (except those exempted above) per the reporting requirements of the *Federal Funding Accountability and Transparency Act (FFATA)*.

Entity's Legal Name _____ Contract Number _____

- Active SAM registration record is attached
 An active registration with SAM is required
 (go to www.sam.gov for more info about SAM)

Entity's DUNS Number _____ Entity's Parent's DUNS Nbr (if applicable) _____

Entity's Location

↘ **Primary Place of Performance for specified contract**
 Check here if the address is the **same** as Entity's Location

street address _____
 city/st/zip+4 _____
 county _____

street address _____
 city/st/zip+4 _____
 county _____

2. **Executive Compensation Data** for the entity's five most highly compensated officers (unless exempted above):

Title	Name	Total Compensation
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

