# REQUEST FOR APPLICATIONS NC Preventing Underage Drinking Initiative – RFA 30-DMH-PUDI-2020

RFA Posted	June 12, 2019		
Questions Due	June 28, 2019		
Applications Due	July 24, 2019		
Anticipated Notice of Award	August 28, 2019		
Anticipated Performance Period	October 1, 2019 – September 20, 2022		
Service	NC Preventing Underage Drinking Initiative		
Issuing Agency	NC DHHS DMH/DD/SAS Community Wellness, Prevention & Health Integration Team		
E-mail Applications and Questions to	Michael Eisen	Email	Michael.eisen@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 accommanded on . The Contract shall begin on	•
	, and onall terminate on
By:	Title of Authorized Department in
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	3
1.3	Definitions	3
2.0	Scope of Work	4
2.1	Contractor's Obligations	4
3.0	Performance Standards and Expectations	5
4.0	Eligibility	6
4.1	Qualification	6
5.0	Proposal Requirements	7
6.0	Evaluation Process	8
6.1	Evaluation of General Requirements	8
6.2	Evaluation of Technical Requirements	9
6.3	Evaluation of Cost Proposals	9
6.4	Determination of Successful Proposal	9
7.0	General Information on Submitting Proposals	9
8.0	General Terms and Conditions	11
9.0	Cost Proposal	16
10.0	Execution of Proposal	17
11.0	Certification Regarding Lobbying	19
12.0	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions	20
13.0	Certification Regarding Drug-Free Workplace Requirements	22
14.0	Certification Regarding Environmental Tobacco Smoke	24

#### **IMPORTANT INFORMATION ABOUT THIS AWARD**

Applications for this award are limited to universities that are part of the North Carolina system. Questions about this award may be sent to <a href="mailto:Tammie.B.Houck@dhhs.nc.gov">Tammie.B.Houck@dhhs.nc.gov</a> prior to <a href="mailto:June 28">June 28</a>, <a href="mailto:2019">2019</a> at 5:00p.m. Questions and answers regarding this award will be posted to: <a href="https://www.ncdhhs.gov/about/grant-opportunities/mental-health-developmental-disabilities-substance-abuse-services-grant-opportunities">https://www.ncdhhs.gov/about/grant-opportunities</a> by <a href="July 12">July 12</a>, <a href="mailto:2019">2019</a>.

**Contract Period**: The initial contract period is anticipated to begin **October 1, 2019** and continue through **September 30, 2020**. Pending available funding, the State has the option to renew the contract for this RFA under the same terms and conditions for an additional period of twenty-four (24) months or through September 30, 2022.

#### 1.0 Introduction

# 1.1 Purpose

The mission of the North Carolina Division of Mental Health, Developmental Disabilities, and Substance Abuse Services is to provide people with, or at risk of, alcohol abuse problems and their families, the necessary prevention, intervention, and treatment services and support they need to live successfully in communities of their choice.

The North Carolina Department of Health and Human Services, Division of Mental Health, Developmental Disabilities, and Substance Abuse Services (hereinafter referred to as the "Division") is soliciting emailed electronic proposals from qualified offerors to establish a contract through competitive bidding. The purpose of this RFA is to acquire the services of a qualified contractor, (hereinafter referred to as the "Offeror") to facilitate implementation of specific state projects to prevent underage and excessive alcohol use.

The purpose of this project is to also continue the work previously done by the North Carolina Preventing Underage Drinking Initiative (NC-PUDI) for the development, evaluation, and training associated with environmental management strategies to prevent underage alcohol use that have been supported by the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention's (OJJDP) Enforcing Underage Drinking Laws Program (EUDL) and the Substance Abuse and Mental Health Services Administration (SAMHSA) Substance Abuse Block Grant. The selected Offeror (Contractor) will be responsible for program management, improvement, expansion, and further development:

- a) Technical assistance; b) Training in program improvements and implementation; c) Data collection management, analysis and reporting; and, d) Coordination of the Preventing Underage Drinking Initiative Task Force. The Contractor will be responsible for:
- 1) Providing technical support and oversight of grants to Community Collaboratives
  - a. Grant funding for approximately 15 Community Collaboratives (to be determined) to implement environmental management-based strategies to prevent underage drinking and access to alcohol. Community Collaboratives are funded based on a competitive process and review.
- 2) Coordination of the implementation of environmental management strategies to prevent underage drinking
- 3) Providing technical assistance to Community Collaboratives for the implementation of activities funded through this project
- 4) Providing ongoing program and training activities to assist the NC Division of Mental Health, Developmental Disabilities and Substance Abuse Services NC-PUDi Program Manager in the maintenance and utilization of statewide collaborations to prevent underage drinking.

The Division of Mental Health, Developmental Disabilities and Substance Abuse Services (DMHDDSAS) supports and enhances efforts by state and local organizations to prohibit the sale of alcoholic beverages to minors, and the purchase and consumption of alcoholic beverages by minors (minors are defined as individuals, younger than age 21). Under the NC-PUDi the Division also supports public advertising programs to educate businesses and the public about statutory prohibitions and sanctions regarding underage alcohol use as well as supporting innovative programs designed to prevent and address underage drinking. Consistent with State and Federal laws and regulations, the NC-PUDi implements environmental management strategies designed to prevent underage drinking in North Carolina. The NC-PUDi currently supports Community Collaboratives throughout the state. The NC-PUDi project involves

giving local community organizations grants and technical assistance to implement environmental management strategies to prevent underage drinking in their communities recommended by the Underage Drinking Enforcement Training Center (UDETC) and the Federal Department of Health and Human Services.

# 1.2 Background

Underage use of alcohol is prevalent in North Carolina. Based on the most recent Youth Risk Behavior Surveillance System Survey (2017), 26.5% of high school students drank alcohol in the past 30 days and 12.4% of high school students binge drank in the past 30 days. This contract will support the North Carolina Preventing Underage Drinking Initiative (NC-PUDI) in its efforts to prevent underage alcohol consumption and the resulting social, health, and economic consequences in the State of North Carolina. The contract will support continued utilization and further development of innovative strategies to help achieve the goal of preventing underage drinking by building upon NC-PUDi activities. This continuing effort is designed to further support and develop Community Collaboratives working to implement environmental management strategies to prevent underage drinking. A Community Collaborative (or Coalition) is an alliance among individuals or groups, during which they cooperate in joint action, each in their own self-interest, joining forces together for a common cause. It may be described as a joining of 'factions', usually those with overlapping interests rather than opposing. The NC Preventing Underage Drinking Initiative collaborates work within their communities to implement strategies that prevent underage drinking and create a sustainable movement to stop practices that make underage drinking both easy and acceptable.

#### 1.3 Definitions

**DMHDDSAS**: North Carolina Division of Mental Health, Developmental Disabilities, and Substance Abuse Services

**EUDL Program:** The U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention, Enforcing the Underage Drinking Laws Grant Program.

NC-DHHS: North Carolina Department of Health and Human Services

NC-PUDi: North Carolina Preventing Underage Drinking Initiative

**OJJDP:** The U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention

**SABG:** Substance Abuse Block Grant

**SAMSHA:** Substance Abuse and Mental Health Services Administration

**UDETC:** Underage Drinking Enforcement Training Center

YRBS: Youth Risk Behavior Surveillance System

#### 2.0 Scope of Work

The work required of this contract is for development, evaluation, and training associated with environmental management strategies to prevent underage alcohol use that are directed by the state and recommended by the Underage Drinking Enforcement Training Center (UDETC) and the Federal Department of Health and Human Services.

## 2.1 Contractor's Obligations:

- I. Provide oversight of grant funding for approximately fifteen (15) Community Collaboratives (to be determined) to implement environmental management strategies to prevent underage drinking:
- A) Use best and promising practices and evidence-based research regarding environmental management strategies;
- B) Provide technical support to grantee Community Collaboratives;
- C) Provide training and technical assistance to Community Collaboratives in the use of best and promising practices and evidence-based interventions;
- D) Evaluate and make recommendations on data collected by grantee Community Collaboratives; and,
- E) Ensure timely implementation of projects contracted to Community Collaboratives.
  - 1) Provide training, technical assistance, consultation, development and implementation of contracted activities reflecting best or promising practices and/or evidence-based research to grantee Community Collaboratives. Activities will include, but not be limited to, community mobilization and law enforcement partnership efforts such as:
    - a) Alcohol purchase surveys;
    - b) Merchant Education;
    - c) Implementation of the *Talk It Up. Lock It Up!™* campaign;
    - d) Sobriety checkpoints;
    - e) Responsible seller/server training;
    - f) Media advocacy;
    - g) Youth empowerment; and,
    - h) Policy advocacy.
  - 2) Maintain and enhance useful tools for the implementation of NC-PUDI strategies.
  - 3) Oversee the collection, evaluation, and reporting of performance measures, as required by the NC-PUDI.
    - a. Community Collaboratives will conduct at least two rounds of alcohol purchase surveys at a minimum of 24 surveys per round; complete six documented examples of media advocacy.
  - 4) Create reports regarding the activities and effectiveness of grantee Community Collaboratives.
  - 5) Attend regular meetings (at least once per month, as needed) with DMHDDSAS staff and NC-PUDi grantees at locations throughout North Carolina.
  - 6) Provide recommendations regarding the NC-PUDi project improvements and modifications reflecting best and promising practices and evidence-based approaches to community-based environmental management strategic programs.
  - 7) The Project Coordinator(s) will oversee data collection and assist in the coordination of law enforcement activity to reduce sales of alcohol to underage persons in North Carolina.

## 3.0 Performance Standards and Expectations

The Community Wellness, Prevention and Health Integration Team of the NC-DMHDDSAS will work with the Contractor to optimize the efficiency and quality of program management including selecting, subcontracting, and overseeing grants to community organizations that implement state-supported NC-PUDi projects; overseeing the NC-PUDI program implementation by community organizations; overseeing data collection by Community Collaboratives; and overseeing the reporting process, including synthesis of reports and data obtained from the grantee Community Collaboratives. The Contract Administrator will provide feedback to the Contractor on a regular basis.

Activities will include, but not be limited to, community mobilization and law enforcement partnership efforts such as: alcohol purchase surveys, merchant education, responsible seller/server training, sobriety checkpoints, media advocacy, youth empowerment, and policy advocacy. Short term outcomes include increasing quality youth participation, enhancing community mobilization efforts and community/law enforcement partnerships; these short-term outcomes will be measured by collecting performance measure data from grant recipients. Long term outcomes include reductions in youth alcohol consumption (current use, binge drinking, age of onset) and will be tracked using the North Carolina YRBS and local data, if available.

The expected outcome of the contract will be to maintain the baseline non-compliance rate from the comprehensive alcohol purchase surveys. The baseline will be from the results of the surveys of the program year that ends in September 2019.

Specific to alcohol purchase surveys, a measure of efficiency will be based on achieving the goal of completing 1500 Alcohol Purchase Surveys statewide (~15 funded Community Collaboratives), resulting in maintaining the baseline rate of the comprehensive alcohol purchase surveys non-compliance rate. The baseline will be from the results of the project year that ends in September 2019.

II. Provide quarterly reports of Community Collaboratives activity in the implementation of the strategies. A monthly and year to date breakdown related to alcohol purchase surveys will be included in the quarterly report identifying amount expended, the number of surveys completed, and compliance rate.

Data measurement strategies include:

- 1) Semi-annual contractor progress reports of all NC-PUDi activities by the Contractor/Community Collaboratives. These reports are due to the Division contract administrator on April 15<sup>th</sup> and October 15<sup>th</sup> of each year submitted electronically. The semi-annual reports must cover related activities occurring during the six-month periods of October 1<sup>st</sup> through March 31st and April 1<sup>st</sup> through September 30th. The report must be written in a narrative form.
- 2) Semi-annual report to the Division contract administrator on April 15<sup>th</sup> and October 15<sup>th</sup> of each year submitted electronically regarding results from Quarterly Reports of Community Collaboratives activity in the implementation of the strategies. The semi-annual reports must cover related activities occurring during the six-month periods of October 1<sup>st</sup> through March 31st and April 1<sup>st</sup> through September 30th.
- 3) The reports must include a narrative summary, as well as graphs/charts of data reported or collected by the grantee Community Collaborative organizations. These reports will provide a narrative summary of data collected by and information reported by grantee Community Collaboratives.
  - a. Grantee Community Collaboratives will be required to collect and report data as part of performance measures and data/evaluation criteria. The following measures will be included in the data collection and will be available for subsequent reports and evaluation:

#### i. Youth/Statewide Task Force Measures

- 1. Number of youths involved in educational work with law enforcement on underage drinking operations
- 2. Number of youths actively involved in grantee/Collaboratives activities or underage drinking prevention

#### ii. Media Campaigns

- 1. Number of grantees involved in statewide and local underage drinking media campaigns, including a breakdown of number of grantees involved in media campaigns aimed at adults and number aimed at youth
- 2. Types of media that will be used during media campaigns (print, radio, television, social media, etc.)
- 3. Number and type of earned media (press releases, letters to the editor, interviews for media, etc.) generated by the NC-PUDI grant
- 4. Acknowledgement of funding will be on all printed materials and presentations.

#### iii. Innovative Programs

- 1. Number of grantees or communities that will implement a preventing underage drinking enforcement activity that is not currently being implemented at the community level
- 2. Number of grantees that will make innovative changes to commonly used underage drinking enforcement operations
- 3. Number of grantees that plan to incorporate an innovative data gathering or evaluation component to their underage drinking enforcement operations
- 4) Submitting electronically to the NC-DMHDDSAS contract administrator a Final Report within 45 days of the end date of the funding period. This report must include a summary of progress toward the achievement of the originally stated project/program goals and objectives; a list of significant accomplishments; and a list of publications/materials resulting from this contract. The last six-month Progress Report can serve as the Final Report providing it includes everything stated in the aforementioned Final Report description.
- 5) Documentation of Contractor activities in an electronic file containing all deliverables, including documents such as meeting agendas and minutes, lists of speakers who present at NC-PUDi meetings, documents generated as part of technical assistance and training, and reports received quarterly and delivered semiannually.

Deliverables shall be monitored by site visits and required quarterly progress reports. The Contractor agrees to participate in periodic site visits as needed (with a minimum of one per year) as determined by the Division. If the Contractor is deemed out of compliance, program staff shall provide technical assistance; and funds may be withheld until the Contractor is back in compliance with deliverables. If technical assistance does not prove beneficial, the Contract may then be terminated.

Funding for this award is from the <u>Substance Abuse Prevention and Treatment Block Grant</u>, Prevention Set-Aside funds, CFDA number 93.959. Awardees must adhere to all applicable requirements in <u>Uniform Guidance Code of Federal Regulations Part 200</u> related to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; <u>Uniform Guidance Part 74</u>; and <u>Uniform Guidance Part 75</u>.

# 4.0 Eligibility

#### 4.1 Qualification

To ensure the uninterrupted continuation and timely implementation of the PUDi, the Division seeks experienced and capable Offerors located in North Carolina to provide program development and implementation, technical assistance, and training in the areas of environmental management strategies to prevent underage and excessive alcohol use, and development and evaluation of innovative prevention programs. Offerors must be in business at least five (5) years providing the types of services outlined in this RFA and must demonstrate this ability in their proposal. Only North Carolina public universities may apply. The Offeror must identify key staff and include resumes for the following type(s) of positions or other positions identified in the proposal:

- The Offeror must identify a Project Director that is a licensed clinical psychologist with at least five (5) years expertise in the study of assessments, prevention, and treatment of adolescent mental health and substance abuse problems, especially for youth either at risk or involved in alcohol use. The Project Director must have expertise in conducting evaluation and outcome studies, with knowledge and experience in the areas of environmental management strategies designed to prevent underage drinking and substance abuse prevention.
- A Program Manager that is a Certified Substance Abuse Prevention Consultant with at least four (4) years' experience working with multiple communities on environmental management strategies for preventing underage and excessive alcohol use. The Offeror must demonstrate that a Project Manager is either currently on staff and ready to provide services or will be hired and in place at the time of the award. The Program Manager must have experience in the collection of data and creation of reports and familiarity with using QuintaDB. Additional demonstrated experience in reviewing and disseminating recommendations regarding evidence-based and best practice prevention programs and interventions for use with adolescents with specific expertise regarding preventing underage drinking. Experience as a substance abuse prevention provider, community collaborative leader and technical assistance provider (to providers and community level collaboratives) is strongly preferred.
- Current staff with at least five (5) years' experience and successful track record coordinating Preventing
  Underage Drinking Initiatives at the state and local level (i.e. prior and recent work with local
  collaboratives/coalitions) under the direction of the Division with oversight provided by the state
  Preventing Underage Drinking Initiative Program Manager. Demonstrated subject matter expertise
  regarding alcohol policy and advocacy and experience providing technical assistance and training on
  environmental management strategies is required.
- A minimum of one (1) Administrative Assistant with a least two (2) years of experience in working with community organizations and providing assistance with managing financial service reports, organizing meetings and has excellent organizational, written and oral skills.
- Current knowledge of national efforts to prevent underage drinking as evidence by participation and/or attendance at national conferences or meetings (e.g. Alcohol Policy Conference; U. S. Alcohol Policy Alliance).
- Bookkeeping staff and legal resources for managing the finances of the PUDi, especially in managing subcontracts to grantee community collaborative organizations.

The Offeror must provide a description of proposed criteria and procedures for identifying and selecting subcontractors. In addition, the Offeror must provide a description of how input from Division staff could be included in these procedures. The Contractor shall require subcontractors to comply with all provisions herein. The Contractor shall be held liable for compliance with all duties, functions, credentialing and qualifications required by the RFA, whether performed by the Contractor or a Subcontractor.

Additionally, the contractor must be able to (1) conduct monthly meetings at a location centrally located within the state and easily accessible by Division employees providing contract oversight; and (2) conduct quarterly meetings with grantee community collaboratives at a location centrally located within the state.

Deliverables shall be monitored by site visits and required reports. The Contractor agrees to participate in periodic site visits as needed (with a minimum of one per year) as determined by the Division. If the Contractor is deemed out of compliance, program staff shall provide technical assistance; and funds may be withheld until the Contractor is back in compliance with deliverables. If technical assistance does not prove beneficial, the Contract may then be terminated.

# 5.0 **Proposal Requirements**

Qualified offerors are encouraged to submit a proposal for performing the services described herein. All proposals must be submitted strictly in accordance with the requirements of the RFA. Failure to include any required information in the proposal may disqualify an organization as a potential contactor. Proposals shall be submitted in the following order and shall be of sufficient detail to describe the following:

- A. **Organization Background and Experience** A detailed written narrative of the overall history, experience, professionalism, and qualifications of the organization and accreditations.
- B. **Financial Statement** Evidence of financial stability over the last five (5) years.
- C. **Project Organization** A detailed proposal of staffing, deployment, and organization of staff assigned to this project.
- D. **Technical Approach** A narrative demonstrating the Offeror's understanding of the planning, facilitation, and execution of the objectives included in the Introduction, Scope of Work and Vendor Requirements in Sections 1.0 4.0 and the Offeror's work plan in order to accomplish these objectives. **Offerors** will provide a narrative of how the organization will perform all services as specified in Section 2.0.
- E. **References** Three (3) professional references including point of contact, email address and phone number.
- F. **Experience with Similar Projects** A list of prior contract awards for providing similar services to other state agencies, including a telephone number, email address and point of contact.
- **G. Cost Proposal** Offerors shall complete *Attachment 1* of this RFA and attach a Narrative detailing each proposed cost for the contract period of October 1, 2019 through September 30, 2021.
- H. Written statement that states the Offeror meets HIPPA Regulations and North Carolina Privacy Law.
- I. **Certificates of Insurance** Copies of certificates of insurance with respect to each of the insurance policies to be maintained in compliance with the general terms and conditions.
- J. Execution of Proposal Complete and include Attachment 2
- K. Federal Certifications See *Attachments* 3, 4, 5 and 6. The Contractor will be required to sign the attached Certifications at the time of award.

## 6.0 Evaluation Process

The State shall conduct a comprehensive, fair, and impartial evaluation of the proposals received in response to this request. All proposals shall be evaluated using a one-step methodology.

As provided by statute, award will be based on the best bid (most advantageous to the State) as determined by consideration of the evaluation factors listed below.

At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.

Offerors are cautioned that this is a request for offers, not a request to contract, and the State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.

The award of a contract to one Vendor does not mean that the other proposals lack merit.

# **6.1 Evaluation of General Requirements**

Proposals will be evaluated according to completeness, content, and experience with similar projects, ability of the Offeror and its staff, and cost. Proposals will be evaluated on a 100-point scale: 30 points for cost proposal and 70 points for technical proposal.

# 6.2 Evaluation of Technical Requirements

- 1. The State will evaluate the experience, organizational resources, and qualifications of the Offeror.
- 2. The evaluation criteria will give priority to experience in providing similar services as detailed in Section 4.0., "Eligibility".
- 3. The State will evaluate the Offeror's response to Technical Requirements to determine if it complies with the instructions to Offerors as described in this RFA.
- 4. Technical proposal will account for a maximum score of 70 of points as follows:
  - 30 points Offeror strengths, capabilities, and experience based on organizational background, references, past and current projects.
  - 40 points Description of work, approach, deliverables, organizational structure, and staffing qualifications.

# 6.3 Evaluation of Cost Proposals

- 1. The State will evaluate the Cost Proposal for completeness and reasonableness
- 2. The State may reject any Proposal where the Cost Proposal is incomplete or in which there are significant inconsistencies.
- 3. The cost proposal will account for a maximum score of 30 points.

#### 6.4 Determination of Successful Proposal

- 1. All qualified applications will be evaluated and the Offeror whose proposal is deemed to be in the best interest of the State will be recommended as the successful Offeror.
- 2. When final approval is received, the State will notify the selected Offeror and the State will post the award on the State website under the RFA number.

# 7.0 General Information On Submitting Proposals

- EXCEPTIONS: All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation.
  - Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
- 2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
- 3. **ORAL EXPLANATIONS:** The State shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
- 4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFA will be evaluated; reference to information previously submitted shall not be evaluated.
- 5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
- 6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina will not reimburse any offeror for any costs incurred prior to award.
- 7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 90 days. The 90-day period is requested to allow for unforeseen delays.
- 8. **TITLES:** Titles and headings in this RFA and any subsequent contract are for convenience only and shall have no binding force or effect.
- 9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
- 10. **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 offerors shall become the property of the State when received.

- 11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the organization and answer questions or provide clarification concerning the organizations proposal.
- 12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
- 13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.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 proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.
- 14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, NC DHHS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

#### 15. **PROTEST PROCEDURES**:

When an offeror wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at The NC Department of Administration, Division of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. (Location is 4th Floor, 116 West Jones Street, Raleigh, NC 27603-8002.) This request must be received in the Division of Purchase and Contract located within thirty (30) consecutive calendar days from the date of the contract award. When an offeror wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and Award notices are posted on the Internet at http://www.state.nc.us/pandc/. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at http://www.doa.state.nc.us/PandC/protests.pdf for more information.)

16. RECIPROCAL PREFERENCE: G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

# 8.0 General Terms and Conditions

#### **Relationships of the Parties**

**Independent Contractor:** The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for

the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Division.

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

**Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

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

#### **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 or any act or omission of the Contractor in connection with the performance of this contract.

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

- (a) **Worker's Compensation** The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. The Contractor may meet its requirements of maintaining specified coverage and limits by demonstrating to the Division that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Division. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

#### **Default and Termination**

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

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

**Waiver of Default:** Waiver by the Division of any default or breach in compliance with the terms of this contract by the Provider 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.

#### 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:** The Department of Health and Human Services' basic records retention policy requires all records to be retained for a minimum of three years following completion or termination of the contract. If the contract is subject to Federal policy and regulations, record retention will normally be longer than three years since 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 three-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 three-year period described above, whichever is later. Therefore, records shall not be destroyed, purged or disposed of without the express written consent of the Division.

#### **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.

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

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

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

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

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

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

Attachment #1

# 9.0 Cost Proposal

#### **Description:**

- 1) Expand partnerships and implement environmental management strategies in up to 15 Community Collaboratives
  - Grant funding for approximately 15 Community Collaboratives to implement environmental management-based strategies to prevent underage and excessive drinking and access to alcohol.

Fixed Cost: \$218,771.00

2) Cost of meeting contractor obligations as described in Section II, Scope of Work, of this RFA in accordance with measures outlined in Section III.

	<b>Contractor's Cost:</b>	\$
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TOTAL Fixed Award of 1) and 2) Above: \$360,000.00

# 10.0 Execution of Proposal

By submitting this proposal, the potential contractor certifies the following:

This proposal is signed by an authorized representative of the firm.

The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The potential contractor has read and understands the conditions set forth in this RFA and agrees to them with no exceptions.

The offeror is registered in NC E-Procurement @ Your Service or agrees to register within two days after notification of contract award. The E-Procurement Service fee does not apply to this RFA.

OFFEROR:				
ADDRESS:				
	E, ZIP:			
TELEPHON	E NUMBER:	FAX:		
FEDERAL E	MPLOYER IDENTIFICATION NUMBER	:		
E-MAIL:				
Principal Pla	ace of Business if different from above (S	See General Information on Submit	ting Proposals, 7.16	3):
Will any of	the work under this contract be perfo	rmed outside the United States?	□ Yes □	No
	cribe in technical proposal.)	mica outside the office offices:		, 110
BY:		_ TITLE:	_ DATE:	-
	(Signature)			
	(Typed or printed name)	_		
*******	***********	*************	*******	*****

\*\*\*\*\*

ACCEPTANCE OF PROPOSAL  NC Department of Health and Human Services, Substance Abuse Services	, Division of Mental Health. Developmental	Disabilities and		
BY:	TITLE:	DATE:		
**************************************	************	********		
THIS PAGE MUST BE SIGNED AND INCLUDED IN VOLID PROPOSAL				

Unsigned proposals will not be considered.

Attachment 3

# 11.0 <u>Certification Regarding Lobbying</u>

# NC Department of Health and Human Services Division of Mental Health, Developmental Disabilities And Substance Abuse Services

The undersigned 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.

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.

Signature	Title	
Organization	Date	
(Certification signature should be same as Co	ontract signature.)	

# 12.0 <u>CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS</u>

NC Department of Health and Human Services
Division of Mental Health, Developmental Disabilities
And Substance Abuse Services

(Note: The phrase "prospective lower tier participant" means providers under contract with the Department.)

- 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 originates may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant will provide immediate written notice to the person to which 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 which 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 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 of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement 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.

- 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.
- 10. The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspend, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any federal department or agency.
- Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

		_
Signature	 Title	
Organization	 Date	
(Certification signature should be same	e as Contract signature )	

# 13.0 Certification Regarding Drug-Free Workplace Requirements

# NC Department of Health and Human Services Division of Mental Health, Developmental Disabilities And Substance Abuse Services

- I. By execution of this Agreement 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:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Contractor's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) 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:
    - (1) Abide by the terms of the statement; and
    - (2) 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)(2) 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)(2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to ma (a), (b), (c), (d), (e), and (f).	intain a drug-free workplace through implementation of paragraphs
II. The site(s) for the performance of work	done in connection with the specific agreement are listed below:
1(Street ac	ddress)
(City, county, state,	zip code)
2(Street ac	ddress)
(City, county, state,	zip code)
Contractor will inform the Department of any	y additional sites for performance of work under this agreement.
	ation may be grounds for suspension of payment, suspension or Federal suspension or debarment, 45 C.F.R. 82.510.
Signature	Title
Agency/Organization	Date
(Certification signature should be same as 0	Contract signature.)

# 14.0 <u>Certification Regarding Environmental Tobacco Smoke</u> Certification for Contracts, Grants, Loans, and Cooperative Agreements

NC Department of Health and Human Services
Division of Mental Health, Developmental Disabilities
And Substance Abuse Services

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 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 penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application, 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 sub-grantees shall certify accordingly.

Authorized Agency Official Signature	Title			
Agency/Organization	Date			
(Certification signature should be same as Contract signature.)				