**REQUEST FOR APPLICATIONS**

RFA # FY2024-2026SNAP-EdRFA

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| --- | --- | --- | --- |
| RFA Posted | June 2nd, 2023 | | |
| Questions Due | June 9th,2023 | | |
| Applications Due | June 30th,2023 | | |
| Anticipated Notice of Award | September 30,2023 | | |
| Anticipated Performance Period | October 1, 2023 to September 30, 2026 | | |
| Service | Supplemental Nutrition Assistance Program (SNAP) Nutrition Education | | |
| Issuing Agency | North Carolina Department of Health and Human Services  Division of Child and Family Well-Being | | |
| E-mail Applications and Questions to | Konnie Tran  SNAP Outreach and Education Coordinator | Email | konnie.tran@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: | UEI Number: |
| Signature of Authorized Representative: | Date: |

**Unsigned or Incomplete Applications Shall Be Returned Without Being Reviewed**

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

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# INTRODUCTION

Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) is a federal/state partnership that supports nutrition education for persons eligible for the Supplemental Nutrition Assistance Program (SNAP). In North Carolina, this program is called Food and Nutrition Services (FNS). States are eligible to conduct nutrition education through their respective SNAP program, and be reimbursed for 100% of the cost by the United States Department of Agriculture Food and Nutrition Services (USDA) to deliver SNAP-Ed. States use contractors such as land-grant and other universities, public health organizations, food banks, tribal programs and local health departments to administer SNAP-Ed and Obesity programs.

SNAP-Ed supports the State’s role in addressing food insecurity and is central to improving nutrition and prevention or reducing diet-related chronic disease and obesity among SNAP recipients. The SNAP-Ed requirements mandated by the United States Food and Nutrition Act (FNA) under Section 28 complement and address FNS’ mission and goals FNA Section 28 may be found online at:

[PL 88-525 - Food and Nutrition Act of 2008 | Food and Nutrition Service (usda.gov)](https://www.fns.usda.gov/snap/fna-2008-amended-through-pl-116-94)

1. **PURPOSE**

The purpose of SNAP-Ed is to improve the likelihood that persons eligible for SNAP will make healthy food choices within a limited budget and choose physically active lifestyles consistent with current Dietary Guidelines for Americans and the USDA food guidance. For complete information on the Dietary Guidelines for Americans, please refer to<https://www.dietaryguidelines.gov/>

The SNAP-Ed Program is intended to serve SNAP participants, low-income individuals eligible to receive SNAP benefits or other means-tested Federal assistance programs, and individuals residing in communities with a significant low-income population.

SNAP-Ed’s focus is:

* Implementing strategies or interventions, among other health promotion efforts, to help the SNAP-Ed target audience establish healthy eating habits and a physically active lifestyle;
* Primary prevention of diseases to help the SNAP-Ed target audience that has risk factors for nutrition-related chronic disease, such as obesity, prevent or postpone the onset of disease by establishing healthier eating habits and being more physically active.

The SNAP-Ed Guiding Principles characterize FNS’s vision of quality nutrition education and address the nutrition concerns and food budget constraints faced by those eligible for SNAP. These Guiding Principles reflect the definitions of nutrition education and obesity prevention services and evidence- based interventions that stem from the FNS. The SNAP-Ed Guiding Principles may be found online at:

[FY 2023 Supplemental Nutrition Assistance Program Education Plan Guidance (usda.gov)](https://snaped.fns.usda.gov/sites/default/files/documents/FY2023SupplementalNutritionAssistanceProgramEducationPlanGuidanceUpdatedJuly2022.pdf)

1. **BACKGROUND**

The Nutrition Education and Obesity Prevention Grant Program began in 1988 in Brown County,

Wisconsin. A cooperative extension staff from the University of Wisconsin discovered by committing

state and local funding and contracting with the State SNAP agency, an equal amount of federal funds could be secured to expand the reach of nutrition education to low-income individuals and families. Other universities soon followed and by 1992, seven states conducted SNAP-Ed. By 2004, land-grant universities and colleges were conducting SNAP-Ed in all 50 states, either independently or in cooperation with other contractors, and accounted for the majority of state and local financial support of SNAP-Ed.

USDA FNS seeks to reduce hunger and food insecurity, in partnership with cooperating organizations, by providing low-income families’ access to food and a healthy diet through nutrition education and food assistance programs that supports American agriculture. FNS reimburses state SNAP.

Implementing Agencies 100% of program costs and provides federal oversight to nutrition education within SNAP.

.

The applicant’s SNAP-Ed plan should use strategies with educational messages encouraging making half your plate fruits and vegetables, at least half whole grains, fat free/low fat milk products, increasing physical activity, and age- appropriate caloric balance. Nutrition education focuses on themes from the key messages with a tie-in on how it relates to obesity, chronic diseases and its effects.

The plan should use evidence-based strategies such as “Cooking Matters”, “Color Me Healthy”, and “Let’s Move! Child Care Initiative”, and “Rethink Your Drink/ Reduce Your Sugary Drink”. Other strategies include cooking classes and helping plan community gardens based on a socio-ecological model and considering cognitive development, socioeconomic, environmental, and cultural factors.

The State and or applicants must meet SNAP-Ed statutory, regulatory, and policy recommendations including:

* Implementing policy, systems, and environmental change (PSE) approaches, such as multi-level interventions and community and public health approaches in addition to individual or group based (direct) nutrition education, to deliver effective, evidence-based nutrition education and obesity prevention programming.

* Coordinating with and complementing nutrition education and obesity prevention services delivered in other U.S. Department of Agriculture (USDA) nutrition and education programs, as well as other federal nutrition and education programs.

* + Programs for partnership include the Expanded Food and Nutrition Education Program

(EFNEP), the Food Distribution Program on Indian Reservations (FDPIR), the Commodity Supplemental Food Program (CSFP) and the National School Lunch Program (NSLP), among others.

* Partnering with other national, State, and local initiatives to further the reach and impact of SNAP-Ed activities.

* + Developing and enhancing partnerships is critical to instituting multi-level interventions and community and public health approaches in communities.

* Evaluating SNAP-Ed interventions using evaluation indicators across the Social-Ecological Model, such as those identified in FNS’s Evaluation Framework located at:

[FY 2023 Supplemental Nutrition Assistance Program Education Plan Guidance (usda.gov)](https://snaped.fns.usda.gov/sites/default/files/documents/FY2023SupplementalNutritionAssistanceProgramEducationPlanGuidanceUpdatedJuly2022.pdf)

(page 20) that are specific to each intervention and the overall plan’s impact using appropriate outcome measures and indicators.

Applications must include **only** behaviorally focused, evidence-based nutrition education and obesity prevention interventions/projects that are consistent with FNS’ mission and the goal and focus of SNAP-Ed.

Policy guidance, and plan procedures for the SNAP Nutrition Education and Obesity Grant Program can be found online at:

[FY 2023 Supplemental Nutrition Assistance Program Education Plan Guidance (usda.gov)](https://snaped.fns.usda.gov/sites/default/files/documents/FY2023SupplementalNutritionAssistanceProgramEducationPlanGuidanceUpdatedJuly2022.pdf)

### USDA SNAP-Ed key Behavioral Outcomes

Applicants are encouraged by USDA/FNS to focus efforts on the following behavioral outcomes in order to magnify the impact of SNAP-Ed:

* Prevent and/or reduce overweight and obesity through improved eating and physical activity behaviors.
* Control total calorie intake to manage body weight. For people who are overweight or obese, this will mean consuming fewer calories from foods and beverages.
* Increase physical activity and reduce time spent in sedentary behaviors as part of a healthy lifestyle; and
* Maintain appropriate calorie balance during each stage of life- childhood, adolescence, adulthood, pregnancy and breastfeeding, and older age.

### State Level Goals

* Establish healthy eating pattern, including fruits, and vegetables, whole grains, fat-free or low-fat milk products and proteins.
* Establish and maintain a physically active lifestyle and decrease sedentary behaviors.
* Promote obesity prevention activities.
* Plan easy, healthy meals and choose healthy snacks.
* Promote healthy eating and physical activity policies, systems, and environmental changes where people eat, live, learn, work, play and shop.

### State Level Objectives

* Percentage of participants who show improvement in making healthy food choices.
* Percentage of participants who demonstrate increase in knowledge of healthy food choices and the benefits that result from improvements in daily diet.
* Percentage of participants who demonstrate increased knowledge of the benefits of physical activity and strategies for reducing inactivity.
* Percentage of participants who increase physical activity.
* Percentage of participants reached by PSE changes that were made in new or continuing SNAP-Ed eligible sites.

### North Carolina Deliverables (Implementation Measure/Output)

The estimated number of children/adults (participants) that exhibit behavioral change/improvement in**:**

* increase physical activity.
* Making healthy food choices.
* Demonstrate an increase in knowledge of healthy food choices and the benefits that result from improvements in daily diet.
* Demonstrate increased knowledge of the benefits of physical activity and strategies for reducing inactivity.
* Reached by PSE changes made in new or continuing SNAP-Ed eligible sites.
* Learn to plan easy, healthy meals and choose healthy snacks.

### North Carolina Behavioral Outcomes (Performance Indicator/Outcome)

The percentage of children/adults (participants) who:

* Establish healthy eating patterns, including fruits and vegetable, whole grains, fat-free or low-fat milk products and proteins.
* Establish and maintain a physically active lifestyle and decrease sedentary behaviors.
* Promote obesity prevention activities.
* Plan easy, healthy meals and choose healthy snacks.
* Promote healthy eating and physical activity policies, systems, and environmental changes where people eat, live, learn, work, play, and shop.

SMART Format

The SNAP-Ed Guidance requires applicants to use the SMART format when creating goals. These are:

* Specific
* Measurable
* Achievable
* Realistic
* Timely

See Attachment A for additional information.

### Target Population Served

The SNAP-Ed Guidance identifies the target audience for SNAP-Ed as SNAP participants and low-income individuals eligible to receive SNAP benefits or other means-tested Federal assistance programs, such as Medicaid, Temporary Assistance for Needy Families (TANF), as well as individuals residing in communities with a significant low-income population and Indian Tribal Organizations.

### Audience Served

|  |
| --- |
| Audience |
| WIC, TANF, and Child and Adult Care Food Program Participants |
| Preschools, Head Start Centers |
| Latinos/Hispanics |
| Elementary and Middle Schools with 50% or more receiving reduced lunch |
| Senior Centers |
| Food Distribution on Indian Reservations (FDPIR) Participants |

## 1.3 LETTER OF INTENT AND QUESTIONS

All applicants must submit a signed letter of intent on applicant’s letterhead via email to Konnie Tran at konnie.tran@dhhs.nc.gov by **June 13th, 2023**. The letter must include the following information:

* Legal name of the agency or organization.
* Mailing address, phone number, and fax number of the agency or organization.
* Intent to respond to this RFA.
* Counties to be served.
* Name, title, and email address of the person who will coordinate application submiss
* RFA number and deadline for receipt of application; and
* Signed and dated by Project Director/Executive Director/CEO

Confirmation of receipt will be provided via email.

Applicants will be able to submit questions regarding the RFA by **June 9th, 2023 at 5:00 p.m**. to Konnie Tran at konnie.tran@dhhs.nc.gov. Questions shall only be accepted via email for tracking purposes. Please send your questions as soon as possible for due consideration. Answers to all questions received will be posted on **June 14th, 2023**, on the NC DHHS grant opportunities page, [Division of Child and Family Well-Being Grant Opportunities | NCDHHS](https://www.ncdhhs.gov/about/grant-opportunities/division-child-and-family-well-being-grant-opportunities)

# ELIGIBILITY

Applications are invited from public and non-profit organizations such as universities and colleges, public health departments, Indian Tribal Organizations, food banks/pantries and other health agencies/organizations that are able to provide required services to the target audience.

Additionally, to be eligible for this project the applicant must have successfully demonstrated experience in assisting with the education of SNAP eligibles and must incorporate at least two of the following approaches:

* Individual, or group-based education, health promotion, and intervention strategies.
* Comprehensive, multi-level interventions as multiple complementary organizational and institutional levels.
* Community and public health approaches to prevent obesity and improve nutrition**.**
* Develop innovative or improved benefit redemption systems that could be replicated or scaled.

Potential applicants must have the administrative capacity and financial stability to administer the funds if awarded as evidenced by your most recent financial statement/audit. Recipients of funds must follow the State agencies’ rules and regulations, as well as the SNAP-Ed Guidance policies and regulations.

Failure to meet all eligibility criterion may result in the application being excluded from consideration or, even though an application may be reviewed, will preclude DHHS from making an award.

**Private for-profit organizations/agencies are excluded from funding.**

**Only ONE application per agency will be accepted.**

# AWARD INFORMATION

The method for determining State SNAP-Ed allocations is based on North Carolina’s share of SNAP-Ed expenditures in addition to North Carolina’s share of SNAP participation. For FY 2018 and each year thereafter, the ratio of expenditures to participation is a 50/50 weighting of expenditures to participation.

The estimated award amount for North Carolina for Federal Fiscal Year 2024 is $10,784,153.

### ADDITIONAL FEDERAL FUNDING REQUIREMENTS

The Contractor, if selected, must maintain an active record in the federal government’s System for Award Management (SAM). To maintain an active SAM record, the record must be updated no less than annually. To update the record in SAM, the Contractor must log in at the SAM home page, [www.sam.gov,](http://www.sam.gov/) and follow the instructions found there.

1. **SOURCE OF FUNDS AND PASS THROUGH REQUIREMENTS**

Federal Award Identification Number: 205NC4062514 and 2155NC4062514

Federal Award Date: FFY 2023 and FFY 2024

Sub award Period of Performance: October 1, 2023 – September 30, 2024

Federal Award Project Description: SNAP Nutrition Education Program

Federal Awarding Agency: United States Department of Agriculture

Pass-through Entity: FSP/SNAP, NC Department of Health and Human Services, Division of Child and Family and Well-Being

CFDA Number: 10.561

CFDA Name: State Administrative Matching Grants for Food Stamp Program

Is award R&D: No.

1. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

As a sub-recipient 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 UEI number. [SAM.gov | Duns - Sam UEI](https://sam.gov/content/duns-uei) for free registration. Additional information about FFATA is available at [https://www.fsrs.gov/.](https://www.fsrs.gov/)

# DEFINITIONS, ACRONYMS AND ABBREVIATIONS

CFDA – Catalog of Federal Domestic Assistance

CFR – Code of Federal Regulation

EARS - Education and Administrative Reporting System

FNS - Food and Nutrition Services

FSP – Food Stamp Program

NC DSS – North Carolina Division of Social Services

PSE - Policy, systems, and environment

SNAP - Supplemental Nutrition Assistance Program

See Attachment B for definitions.

# SCOPE OF WORK

Scope of Work is a USDA document that outlines information needed to fully understand the Contractor’s SNAP-Ed projects/interventions to be implemented. A project means a discrete unit of nutrition education or obesity prevention intervention at the local level, which is distinguished by a specifically identified low-income target population. Interventions are a specific set of evidence-based, behaviorally focused activities and/or actions to promote healthy eating and active lifestyles.

**All projects and interventions must be evidence-based as required by the FNA and The SNAP Promotion Final Rule.**

1. **PERFORMANCE MEASURES CHART**

The Performance Measures Chart captures Key Performance Indicators that are reflected in Template 2 as well as additional information required by NC DCFW for contracting purposes. Instructions are included in the document regarding information applicant is required to provide, Contract Packet A.

1. **PROGRAMMATIC REQUIREMENTS AND PRIOTRITIES**

The applicant must demonstrate how it plans to educate the SNAP eligibles regarding planning nutritional meals and enjoying physical actives lifestyles; thus, reducing health care costs and provide consultation and technical assistance while creating appropriate Policy, Systems, and Environmental (PSE) changes that benefits low-income households and communities. The applicant must incorporate two or more of the following approaches:

* Individual, or group-based education, health promotion, and intervention strategies.
* Comprehensive, multi-level interventions as multiple complementary organizational and institutional levels; and
* Community and public health approaches to prevent obesity and improve nutrition (PSE).
* Develop innovative or improved benefit redemption systems that could be replicated or scaled.

1. **CONTRACTOR RESPONSIBILITIES**

If awarded, the Contractor shall provide the services as described in the executed contract. The Contractor agrees to abide by all applicable State and Federal SNAP/FNS laws, regulations, rules, policies, and procedures as well as all reporting requirements outlined in the executed contract and to participate in the NC SNAP-Ed Social Marketing Committee.

This committee began in FY2019 as the Triangle Area Social Marketing Committee but has since then expanded to include all implementing agencies. The Social Marketing Committee will focus on developing a statewide campaign to be coordinated among all the NC implementing agencies. Beginning FY2022, the Social Marketing Committee will dedicate their time as a planning year, focused on determining roles, responsibilities, budget and campaign materials. The committee will also coordinate and share lessons learned and best practices for reaching SNAP-Ed eligible audiences. The SNAP-Ed Social Marketing Committee will meet bi-monthly via teleconference or in-person to achieve the statewide social marketing campaign goal. This goal will be reported to the state agency by September 30, 2024."

1. **REPORTING REQUIREMENTS**
2. Monthly Reporting Requirements

Contract Reimbursement Request [CRR] form by the 10th of each month along with a Report of Services Provided (performance status report). Agencies with subcontract(s) must include monthly CRR report(s) completed by the subcontractor(s). CRR report(s) must be submitted monthly even if no costs are incurred.

1. Quarterly

Collect, compile and submit accurate Education and Administrative Reporting System (EARS)\* demographic, non-identifiable data to the North Carolina Division of Child and Family Well-Being (NC DCFW) via an excel spreadsheet based on the following timeframe:

[SUBJECT TO CHANGE AS WE TRANSITION TO N-PEARS, STATE OFFICE WILL REVISE ACCORDINGLY]

First Quarter Report (October – December 2023) due end of January 2024

Second Quarter Report (January – March 2024) due end of April 2024

Third Quarter Report (April – June 2024) due end of July 2024

Fourth Quarter Report (July – September 2024) due end of October 2024

1. Annually

Completed Performance Status Report with cumulative end-of-year data. End of year report is due November 30, 2024.

Completed SNAP-E Annual Narrative Report due November 30, 2024.

NC State Auditors GS 143-6.22 & 23 Grant Compliance Report. Complete report at <https://www.ebs.nc.gov>. if applicable based on the Notice of Certain Reporting and Audit Requirements.

1. Other
2. **OTHER CONTRACTOR REQUIREMENTS: N/A**
3. **CONTRACTOR QUALIFICATIONS AND CAPACITY**

Describes the Contractor’s organizational profile as it relates to the organizational capacity, fiscal, administrative, and program management as well as partnerships and collaboration and experienced based evidence to include staffing and board make up and qualifications. List the minimum requirement that the Contractor need to have in the areas of experience, years in business, training, certifications etc. Suggested content for qualification and capacity may include:

-State the mission of the organization and how it relates to programming.

-Describe the history of your organization within the community and provide evidence that it has the capacity to serve and reach the target population.

-Who will oversee the program administration and supervision of the proposed services and what are their qualifications?

-Include an organizational chart of your agency showing how the program fits into the organization’s structure

-Who will be responsible for submitting all financial forms and the individual’s experience with submitting budget modifications and monitoring agency/grant spending?

-Complete the Board Member Profile, listing your current board members, their board position and contact information.

-How does your agency collaborate with local organizations, coalitions, and/or parent partners that focus on child, family and community well-being, including your County Department of Social Services?

-List of past projects that compare to the scope of work required along with contact information for each project.

1. **CONTRACTOR ENHANCEMENTS OR ADDITIONAL CONSIDERATIONS: N/A**

# DIVISION RESPONSIBILITIES

The RFA is for up to three years. The performance period for this contract begins October 1, 2023 (or upon contract execution) and ends September 30, 2026. NC DCFW may exercise the option to extend the contract up to two possible option years if the Contractor is meeting all performance and financial goals and requirements.

The contract administrator and/or Division staff will engage in continuous dialogues as well as conduct management evaluation annually or as needed to the contractor to review progress.

The contractor administrator and/or Division staff will follow up on any areas on noncompliance to ensure that performance requirements and corrective action plans are fully implemented.

1. **PERFORMANCE OVERSIGHT**

The Contract Administrator and Program Assistant reviews Contractors’ monthly CRR invoices and general ledgers/ supporting documentation for accurate, allowable, and reasonable costs.

Announced or unannounced on-site monitoring will be conducted during a grant cycle according to an established schedule once baseline data is collected, unless other requirements for frequency take precedence. Areas concerning programming, fiscal management, compliance requirements, personnel, safety, organizational capacity, subcontract services and evaluation are also reviewed to confirm contractual compliance during the onsite review.

Within thirty (60) days of an on-site monitoring review with identified corrective action findings, the Contract Administrator will send a formal written corrective action findings letter to the contractor. If the contractor remains in non-compliance status, the contract may be terminated due to failure to meet the terms and conditions of the contract.

# TERM OF CONTRACT, OPTIONS TO EXTEND

The RFA is for up to three years. The performance period for this contract begins \_10/1/2023\_\_\_\_\_\_\_ (or upon execution) and ends \_9/30/2026\_\_\_\_\_\_\_\_\_. Up to two possible option years may be exercised by mutual agreement in accordance with the Terms and Conditions. (This language can be flexible depending on the grant, etc.).

# BUDGET

The Applicant must submit a line-item budget outlining the proposed use of funds for year one only. Budget amounts should be limited to those costs that are essential to the core mission of the program for the contract period and that are allowable in relation to rules governing the source of funds and the method of reimbursement. **All budgets must include a line item for the ChopChop Magazine**. This publication provides tools for building essential life skills through the lens of food and cooking for children, parents, and adults.

Applicants are required to submit a contract budget narrative providing detailed justification for each line item.

### INDIRECT COST

Indirect Cost Rate is a rate typically computed by summing all indirect costs then dividing the total by The Modified Total Direct Costs. The resulting percentage is applied to each grant to determine its share of the indirect or overhead costs. Indirect cost rates shall be documented through an indirect cost allocation plan that is approved by a cognizant agency.

Indirect costs (also called overhead costs) are determined through a variety of rates or “cost allocation plans” that detail how the costs are to be shared by the funding agencies.

Indirect costs may be claimed by the grantee for the cost of activities operated by sub-grantees. Indirect cost rates are normally computed through a process where all indirect costs are added together and then divided by the Modified Total Direct Costs.

### COST ALLOCATION PLAN

The purpose of a cost allocation plan is to summarize, in writing, the methods and procedures used to allocate costs to various programs, grants, contracts and agreements. A Cost Allocation Plan (CAP) is not the Indirect Cost Plan; however, a CAP may be included as part of the Indirect Cost Plan.

### ALLOWABLE COST

For cost charged to SNAP-Ed to be allowable, they must be valid obligations of the State, local government, or sub-grantee, and must support activities in the approved SNAP-Ed Plan. An allowable cost must:

* Support an activity within the scope of SNAP-Ed
* Conform to Federal Government-wide and SNAP-specific cost principles; and
* Conform to Government-wide and SNAP specific rules for specific items of cost.

The diversity of SNAP nutrition education and obesity prevention activities makes it impossible to compile a comprehensive listing of all allowable and unallowable costs. **USDA will make all final judgments on what activities support the delivery of SNAP-Ed.**

### Refer to pages 95-123 of the SNAP-Ed Guidance for detailed information on allowable and unallowable costs:

[FY 2023 Supplemental Nutrition Assistance Program Education Plan Guidance (usda.gov)](https://snaped.fns.usda.gov/sites/default/files/documents/FY2023SupplementalNutritionAssistanceProgramEducationPlanGuidanceUpdatedJuly2022.pdf)

**This list is NOT all inclusive. USDA reserves the right to determine allowable/unallowable costs.**

# INVOICING AND REIMBURSEMENT

(Select appropriate Payment provision language)

|  |
| --- |
| 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. |
|  |
| As provided in N.C.G.S. 143C-6-21, this contract is an annual appropriation of $100,000 or less to or for the use of a non-profit corporation, and payment shall be made in a single annual payment. |
| Payment shall be made in accordance with the contract documents as described in the scope of work. |

# 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.

# GENERAL INFORMATION ON SUBMITTING APPLICATIONS

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 September 30,2023.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. Titles  
   Titles and headings in this RFA and any subsequent RFA are for convenience only and shall have no binding force or effect.
7. 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).
8. 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).
9. 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.
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 agency or organization will become the property of the funding agency when received.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. Contract  
    The Division will issue a contract to the recipient of the grant that will include their application.
17. Federal Certifications
    * 1. 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.

# 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.

Applicants must populate all attachments of this RFA that require the applicant to provide information and include an authorized signature where requested. RFA responses must include the following items and those attachments should be arranged in the following order: Number each page consecutively.

Links to Required Documents and Certifications listed below can be found in Appendix A.

**A. RFA Cover Page**

All fields must be completed and signed by an authorized official of the Applicant’s organization.

**B. Template 2**

This template provides detailed information regarding the proposal and the initial impression it gives will be critical to the success of the project(s) as well as USDA funding approval.

Included in this document should be information on how your plan will incorporate the “Farm to school, community, child care etc.; how your agency will utilize the NC SNAP-Ed Health Channel that offers nutritional messaging and videos as well as to how and if your agency will be involved with the Food Distribution Program on Indian Reservations (FDPIR)

SNAP-Ed Health Channel <https://www.fichannels.com/ncsnap/secure.php>

For additional information regarding completing Template 2, refer to SNAP-Ed Guidance at:

[FY 2023 Supplemental Nutrition Assistance Program Education Plan Guidance (usda.gov)](https://snaped.fns.usda.gov/sites/default/files/documents/FY2023SupplementalNutritionAssistanceProgramEducationPlanGuidanceUpdatedJuly2022.pdf)

Complete Template 2 from Appendix A.

**C. Performance Measure Chart**

The Performance Measure Chart captures your agency’s outputs and outcomes according to Key Performance Indicators reflected in Template 2.

Complete from Appendix A, Contract Packet A.

**D. Contract Budget, Contract Budget Narrative and Other Required Documents**

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.

* Indirect Cost Rate Plan – Attach a copy of contractor agency Indirect Cost Rate Plan dated within the last five years if budgeting indirect costs.

* Indirect Cost Declination Letter – Attach a statement on agency letterhead if declining the 10% de minimis offered through OMB circular part 200.510 (b) (6).

* Cost Allocation Plan

o See Appendix A for Cost Allocation Plan Certification

Complete from Appendix A, Contract Packet A and Template 3 & 4.

**E. Staffing**

• A job description for each position listed in the Contract Budget is required. Job description titles must be consistent in all documents and clearly outline duties specific to the project proposal and if travel is involved. Administrative FTEs and program delivery FTEs must be appropriate for described activities.

Job duties/descriptions should be included in the staff templates for USDA (Template 3&4) as well as in Contract Packet A.

1. Signature Authority Documentation – Provide documentation on agency letterhead of individuals authorized to sign contract related and financial related documents.

1. Letters of support from key partners and proposed sub awardees.

1. All applicable Certifications/Documents from Appendix A and Contract Packet A.
2. Select the appropriate terms and conditions in Appendix B for your organization and attach to the application.

**Each document in Appendix A must be returned as a separate file. Documents requiring a signature must be signed in blue ink and may be returned as a PDF file. All other documents must be returned in the original format (excel, word).**

Submit complete Application, including signature of authorized representative, Konnie Tran, [Konnie.tran@dhhs.nc.gov](mailto:Konnie.tran@dhhs.nc.gov) no later than 5:00 p.m. on June 30th, 2023

# 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 Appendix A 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 5.3 |  |  |  |
| 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 |  |  |  |
| 7 | Vendor is not on the IRAN Divestment List |  |  |  |

**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.

|  |  |  |  |
| --- | --- | --- | --- |
| **Funding Criteria** | **Clarification** | **Maximum**  **Score**  **Possible** | **Points Awarded** |
| **I. Scope of Work** |  | **20 Maximum**  **Points** |  |
|  | Agency clearly demonstrates the capacity to serve and reach the target population and clearly outlines performance requirements. |  |  |
| **II. Template 2** |  | **35 Maximum**  **Points** |  |
|  | Agency describes a reasonable and well-developed project/interventions that fits into the overall mission/goal/objectives, values, and strategies of the program. (15) |  |  |
| Agency clearly describes the evaluation planned and approach(s) used. (5) |
| Agency provides a clear picture of the activities and events that are scheduled to occur. (5) |  |  |
| Community partners who are supporting service delivery are identified. (5) |  |  |
| Agency’s collaboration and coordination plan with other organizations is clearly described and articulated. (5) |  |  |
| **III. Evidence, Practice, or**  **Research-Based Strategies** |  | **15 Maximum**  **Points** |  |
|  | Agency clearly demonstrates that project design is supported by research or evidence-based practices. |  |  |
| **IV. Organizational Background/Capacity** |  | **4 Maximum**  **Points** |  |
|  | Board Member Profile is completed. (1) |  |  |
| Organizational Chart is included and provides evidence that there is a support of structure in place. (1) |  |  |
| Anticipated Revenue Summary Form is completed accurately. (1) |  |  |
| Funding Chart is completed. (1) |  |  |
| **V. Budget and Budget Narrative** |  | **26 Maximum**  **Points** |  |
|  | Costs are accurate and allowable. (3) |  |  |
| Contract Budget 6844S completed and calculated correctly based on instructions provided (5) |  |  |
| Budget narrative provides justification for the projected expenses, is clearly articulated and is sufficient to support the goals and activities outlined in the proposal. (10) |  |  |
| Budget includes supplemental documents, as needed (Indirect Cost Plan, Lease, etc. (5) |  |  |
| Job descriptions are included for budgeted positions and sufficiently describes staff responsibilities as they relate to SNAP-Ed. (3) |  |  |
|  | **Subtotal** |  |
| **TOTAL POINTS AWARDED** | **Please add section subtotals and transfer this mount to the front page of the scoring sheet.** |  |  |

**APPENDIX A**

**REQUIRED DOCUMENTS & CERTIFICATIONS**

**Links to Documents and Corresponding Instructions for ALL Applicants**

* Contract Packet A (STATE of NC) 
* Scope of Work 
* USDA Template 2 
* USDA Template 3 and 4 

**Other Documents Required for ALL Applicants**

* SAM.gov Active Record
* Signature Authority Documentation [for finance and contract]
* Indirect Cost Rate Plan (if budgeting indirect cost)
* Indirect Cost Declination Letter (if not budgeting indirect cost)
* Current Lease Agreement (if budgeting Cost of Space)
* Federal Certifications [template/word] Item 4, must check 1 of the boxes
* State Certifications [template/word] Item 3, must check 1 of the boxes
* IRAN Divestment Act [template]
* FFATA Subawardee Reporting Form [template] Please note DUNS # is now the UEI #.

**Links to Additional Documents Required for Non-Profits**

* Notice of Certain Reporting Requirements 
* Cost Allocation Plan Certification 
* State Grant Certification-No Overdue tax Debts [template]
* Conflict of Interest Verification Form [template]
* Conflict of Interest Acknowledgement and Policy [[choose one, template]
* IRS Tax Exemption Verification [template]

**ATTACHMENT A**

**SMART FORMAT**

Many different thinkers have proposed the framework of “SMART Objectives” to assist educators and

program planners in developing strong objectives. Michael Patton (2008) discusses SMART Objectives using the following mnemonic:

**S**pecific

**M**easurable

**A**chievable

**R**elevant

**T**ime-bound

**Specific:** Does the objective explicitly state how the target audience will change? In contrast to goals, which are purposefully broad, objectives should be specific and should clearly communicate the desired change that will take place. In Extension programs, objectives should clearly state what knowledge will be built, what attitudes will be changed, what skills will be strengthened, or what behaviors will be increased. Additionally, the specific audience that will experience the change should be identified when possible (e.g., people with diabetes, homeowners, youth in 4-H, etc.). Objectives should be concrete and easily understood.

**Measurable:** Is the objective measurable and are you able to measure it? To be useful, objectives need to be measurable in the context of Extension programming. Extension agents should be able to describe the ways in which objectives will be measured to assess progress. This means that Extension agents should describe the means by which they will measure the possible change in their target audience (e.g., workshop survey, follow-up survey, interview, observation, etc.).

**Achievable:** Is the objective achievable given the resources and program you have in place? Objectives should be reasonable, realistic, and achievable within the context of the program being proposed or delivered. When objectives are developed for a new program, it can be difficult to assess what is realistic. However, once a program is in place, an analysis of evaluation data can be used to inform future expectations regarding program performance. Other agents delivering similar programs may also be a source for “benchmarking” how much change is realistic to anticipate.

**Relevant:** Does the objective align with the larger goals of the program and with the goals of the participants? Objectives should align with the overarching goals of the educational program and should be consistent with the participants’ desires for increased knowledge or behavioral change. When this alignment takes place, the objectives are relevant and can be used to describe progress toward the larger programmatic goals.

**Time-bound:** Does the objective state the time frame for the proposed change? It is helpful to place a time boundary on the achievement of objectives. Because Extension reporting takes place on an annual basis, many objectives are written with an understanding that they should be achieved within the programmatic year. Objectives can also be set relative to time frames following programming, such as “immediately after training” or “within six months after training.” Typically, these time boundaries should correspond to the data collection timetable (i.e., When will you collect post-test data? When will you collect follow-up data?).

Examples:

**Objective 1:** By September 30, 2022, 50% of the adults participating in the xxx Program (project), as reported by pre and post testing, will increase their fruit and vegetable intake.

**Objective 2:** By September 30, 2022, 50% of kindergarten children participating in the xxx Program

(project), as reported by their teachers and parents, will improve their willingness to taste vegetables.

**Objective 3:** By September 30, 2022, 50% of kindergarten children participating in the xxx Program (project), as reported by their teachers and parents, will increase their physical activity.

**ATTACHMENT B**

**DEFINITIONS**

**Activity** refers to actual work performed by program personnel to implement objectives.

**Administrative Costs** refers to the financial costs characterized by the following types of activities:

* Dollar value of salaries and benefits associated with staff time dedicated towards the administration of SNAP-Ed
* Cost of training for performing administrative functions like record keeping and accounting,

etc.

* Operating Costs
* Indirect costs for those administrative staff not covered above.
* Other overhead charges associated with administrative expenses (i.e. space, human resource services, etc.)

**Allowable Cost** refers to costs that are reimbursable from Federal program funds because they support SNAP-Ed and conform to Government-wide and SNAP-specific cost policy.

**Behavior** indicates action rather than knowledge or attitudes.

**Behaviorally Focused Nutrition Messages** are those that are (a) related to healthy food choices, for example, eating lower fat foods, adding one fruit each day, and switching to whole grain breads; (b) related to other nutritional issues, for example encouraging breast feeding practices, or physical activity (c) related to the environmental impact of dietary practices including safe food handling, promoting community walking groups (d) related to food shopping practices that increase purchasing power and availability of food including using store coupons, joining store clubs for added discounts, and purchasing in bulk, and (e) food security such as applying for nutrition assistance programs (i.e. WIC, SNAP, Child Nutrition Programs, Food Distribution Programs, etc.).

**Census Tracts** are small, relatively permanent geographic entities within counties (or the statistical equivalent of counties) delineated by a committee of local data users. Generally, census tracts have between 2,500 and 8,000 residents and boundaries that follow visible features. Census tract data may be used in targeting audiences for delivery of SNAP-Ed.

**EARS, the Education and Administrative Reporting System,** is an annual data and information collection process completed by SNAP State agencies. It collects uniform data and information on nutrition education activities funded by SNAP during the prior fiscal year.

**Evidence-Based Approach** for nutrition education and obesity prevention is defined as the integration of the best research evidence with best available practiced-based evidence. The best research evidence refers to relevant rigorous nutrition and public health nutrition research including systematically reviewed scientific evidence. Practice-based evidence refers to case studies, pilot studies, and evidence from the field on nutrition education interventions that demonstrate obesity prevention potential.

**Fiscal Year** is the Federal Fiscal Year that runs from October 1 of one year through September 30 of the following year.

**Full-Time Equivalent (FTE)** employment, as defined by the Federal government, means the total number of straight-time hours (i.e., not including overtime pay or holiday hours) worked by employees divided by the number of compensable hours (2,080 hours) in the fiscal year. Annual leave, sick leave, compensatory time off, and other approved leave categories are considered “hours worked” for purposes of defining FTE employment.

**Grantee** means the agency of the State responsible for administering SNAP.

**Implementing Agencies** contract with State agencies to provide SNAP-Ed and include Expanded Food and Nutrition Education Program (EFNEP), State departments of health or education, State level nutrition networks, food banks, and other organizations.

**Indirect Cost Rate** is a rate typically computed by summing all indirect costs then dividing the total by the Modified Total Direct Costs. Indirect cost rates applied in the SNAP-Ed plan shall be documented through an indirect cost plan that is approved by a cognizant agency.

**Low-Income Persons** are people participating in or applying for SNAP, as well as people with low financial resources defined as gross household incomes at or below 185 percent of poverty. National School Lunch Program data on the number of children eligible for free and reduced-priced meals, which represents children in families with incomes at or below 185 percent of poverty, or Census data identifying areas where low-income persons reside, are examples of available data sources that can be used to identify low-income populations.

**Needs Assessment** is the process of identifying and describing the extent and type of health and nutrition problems and needs of individuals and /or target populations in the community.

**Outcome measure** is the determination and evaluation of the results of an activity, plan, process, or program and their comparison with the intended or projected results.

**Output measure** is the calculation, recording, or tabulation of the results of an activity effort, or process that can be expressed in numbers (quantitatively).

**Performance measure** is a quantifiable indicator used to assess how well an organization or business is achieving is desired objectives.

**Practice-Based Evidence** refers to case studies, pilot studies, and evidence from the field on nutrition education interventions that demonstrate obesity prevention potential.

**Project** means a discrete unit of nutrition education or obesity prevention intervention which is distinguished by a specifically identified low-income target population. Example: The program is “Seniors Living Healthy” the project is Let’s Exercise More or Eating on a Budget.

**SNAP Nutrition Education and Obesity Prevention Services** are any combination of educational strategies, accompanied by environment supports, designed to facilitate voluntary adoption of food and physical activity choices and other nutrition-related behaviors conducive to the health and well-being of SNAP participants and low-income individuals eligible to participate in SNAP and other means tested Federal assistance programs. Nutrition education and obesity prevention services are delivered through multiple venues and involves activities at the individual, community, and appropriate policy levels. Acceptable policy level interventions are activities that encourage healthier choices based on the current *Dietary Guidelines for Americans*.

**SNAP-Ed Plan** is an official written document that describes SNAP-Ed services States may provide. It should clearly describe goals, priorities, objectives, activities, procedures used, and resources including staff and budget, and evaluation method.

**SNAP-Ed Target Audience** is SNAP participants and low-income individuals eligible to receive SNAP or other means-tested Federal assistance programs benefits.

**State Agency** means the agency of State government which is responsible for the administration of the federally aided public assistance programs within the State.

**Sub-grantee** means the organization or person to which a state agency, as grantee, takes an agreement to conduct nutrition education and obesity prevention activities.

**ATTACHMENT C**

**Checklist for Evidence Based Approaches**

[FY 2023 Supplemental Nutrition Assistance Program Education Plan Guidance (usda.gov)](https://snaped.fns.usda.gov/sites/default/files/documents/FY2023_SNAPEd_PlanGuidance_FV.pdf)

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**ATTACHMENT D**

**Approaches: SNAP-Ed**

[FY 2023 Supplemental Nutrition Assistance Program Education Plan Guidance (usda.gov)](https://snaped.fns.usda.gov/sites/default/files/documents/FY2023_SNAPEd_PlanGuidance_FV.pdf)

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**Social Marketing**

[FY 2023 Supplemental Nutrition Assistance Program Education Plan Guidance (usda.gov)](https://snaped.fns.usda.gov/sites/default/files/documents/FY2023_SNAPEd_PlanGuidance_FV.pdf)

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# APPENDIX B

# TERMS AND CONDITIONS

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

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

**GENERAL TERMS AND CONDITIONS**

**Relationships of the Parties**

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

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

**Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:(a)Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or(b)Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check.In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

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

**Services**

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

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

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

**Indemnity and Insurance**

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

1. **Insurance:** During the term of the contract, the Contractor shall provide, at its sole cost and expense, commercial insurance of such types and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:
2. **Professional Liability Insurance**: The Contractor shall ensure that the Contractor and its employees, agents, and subcontractors each maintain through an insurance company or through a program of self-funded insurance, professional liability insurance with limits of at least $1,000,000 per occurrence and at least $3,000,000 in the aggregate.
3. **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.
4. **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.
5. **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.
6. **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:
   1. owned by the Contractor and used in the performance of this contract;
   2. hired by the Contractor and used in the performance of this contract; and
   3. 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.

1. The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
8. The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
9. The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance, if requested, to the Division before the Contractor begins work under this contract.

**Default and Termination**

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

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

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

**Compliance with Applicable Laws**

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

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

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

**Confidentiality**

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

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

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

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

**Oversight**

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

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

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

**Miscellaneous**

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

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

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

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

**Gender and Number:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

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

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

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

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

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

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

**GENERAL TERMS AND CONDITIONS**

**Relationships of the Parties**

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

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

**Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:(a)Forward the Contractor's payment check directly to any person or entity designated by the Contractor; or(b)Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check.In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

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

**Indemnity and Insurance**

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

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

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:
   1. owned by the Contractor and used in the performance of this contract;
   2. hired by the Contractor and used in the performance of this contract; and
   3. 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.

1. The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
8. The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
9. 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.

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**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.

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**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.

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**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.

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**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**

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**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.

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**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**

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**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.

**GENERAL TERMS AND CONDITIONS**

**Relationships of the Parties**

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

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

**Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may: (a)Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check.In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

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

**Services**

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

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

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

**Indemnity and Insurance**

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

1. **Insurance:** During the term of the contract, the Contractor shall provide, at its sole cost and expense, commercial insurance of such types and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:
2. **Professional Liability**: The Contractor shall provide and maintain, through an insurance company or through a program of self-funded insurance, professional liability insurance for itself with limits of at least $1,000,000 per occurrence and at least $3,000,000 in the aggregate.
3. **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.
4. **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.
5. **Commercial General Liability Insurance or A Program of Self Insurance**: The Contractor shall provide commercial general liability insurance on a comprehensive broad form on an occurrence basis with a minimum combined single limit of $1,000,000.00 for each occurrence.
6. **Automobile Liability Insurance or A Program of Self Insurance**: The Contractor shall provide automobile liability insurance with a combined single limit of $500,000.00 for bodily injury and property damage. The Contractor shall provide this insurance for all automobiles that are:
   1. owned by the Contractor and used in the performance of this contract;
   2. hired by the Contractor and used in the performance of this contract; and
   3. 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. With the exception of programs of self insurance, the Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
6. The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
7. The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
8. The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance, if requested, to the Division before the Contractor begins work under this contract.

**Default and Termination**

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

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

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

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

(a)Title to any *INVENTION* made or conceived jointly by employees of both Contractor and Division in the performance of this contract (hereinafter called “*JOINT INVENTION*”) vests jointly in Division and Contractor.

(b) Title to any INVENTION made or conceived solely by employees or students of either Contractor or Division in the performance of this Contract vests in the party whose employees or students made or conceived the INVENTION or discovery.

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

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

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

**Compliance with Applicable Laws**

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

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

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

**Confidentiality**

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

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

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

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

**Oversight**

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

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

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

**Miscellaneous**

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

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

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

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**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.

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

**Services**

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

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

**Indemnity and Insurance**

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

1. **Insurance:** During the term of the contract, the Contractor shall provide, at its sole cost and expense, commercial insurance of such types and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:
2. **Professional Liability**: The Contractor shall provide and maintain, through an insurance company or through a program of self-funded insurance, professional liability insurance for itself with limits of at least $1,000,000 per occurrence and at least $3,000,000 in the aggregate.
3. **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.
4. **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.
5. **Commercial General Liability Insurance or A Program of Self Insurance**: The Contractor shall provide commercial general liability insurance on a comprehensive broad form on an occurrence basis with a minimum combined single limit of $1,000,000.00 for each occurrence.
6. **Automobile Liability Insurance or A Program of Self Insurance**: The Contractor shall provide automobile liability insurance with a combined single limit of $500,000.00 for bodily injury and property damage. The Contractor shall provide this insurance for all automobiles that are:
   1. owned by the Contractor and used in the performance of this contract;
   2. hired by the Contractor and used in the performance of this contract; and
   3. 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.

1. The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
2. 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.
3. 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.
4. 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.
5. 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.
6. With the exception of programs of self insurance, the Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
7. The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
8. The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
9. The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance, if requested, to the Division before the Contractor begins work under this contract.

**Default and Termination**

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

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

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

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

(a)Title to any *INVENTION* made or conceived jointly by employees of both Contractor and Division in the performance of this contract (hereinafter called “*JOINT INVENTION*”) vests jointly in Division and Contractor.

(b) Title to any INVENTION made or conceived solely by employees or students of either Contractor or Division in the performance of this Contract vests in the party whose employees or students made or conceived the INVENTION or discovery.

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

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

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

**Compliance with Applicable Laws**

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

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

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

**Confidentiality**

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

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

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

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

**Oversight**

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

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

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

**Miscellaneous**

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

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

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

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

**Gender and Number:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

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

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

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

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

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

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

# APPENDIX C

# CERTIFICATIONS AND ASSURANCES

1. Conflict of Interest (choose one)
   1. [Conflict of Interest Acknowledgement and Policy](#COINonGov)   
      (non-governmental agencies)
   2. [Conflict of Interest Acknowledgement and Policy - Individual](#COIIndividual)
2. [State Grant Certification – No Overdue Tax Debts](#StateGrantNoOverdueTax)   
   (non-governmental agencies)
3. [IRS Tax Exemption Letter](#IRSTaxExemptionInfo) (if not already electronically on file) and [IRS Tax Exemption Verification Form (Annual)](#IRSTaxExemptionVerification) (Non Profit Contractors)
4. [Federal Certifications](#FederalCertificaitons)
5. [State Certifications](#StateCertifications)
6. [Iran Divestment Act](#IranDivestmentActCert)
7. [FFATA Subawardee Reporting Form](#FFATARequirement)

**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

**CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY - INDIVIDUAL**

**A conflict of interest** is a situation in which the individual and/or independent contractor has competing professional or personal interests (usually in a financial or economic nature). Such competing interests can make it difficult to fulfill his or her duties and responsibilities impartially. A conflict of interest exists even if no unethical or improper act results from it. A conflict of interest can create an appearance of impropriety that can undermine confidence in the person, profession, or court system.

As an independent contractor for the Department of Health and Human Services (DHHS) the contractor warrants and affirms the following:

His/her business is independent and that he/she markets his/her professional services to others, except to the extent necessary to avoid a conflict of interest.

The position is not used for financial gain beyond that received directly for this service nor will the work performed on this project create an appearance of a conflict of interest for me or a member of my family or others with whom I have business or other ties.

When a conflict of interest is identified, the contractor will disclose it in writing to the contract administrator listed on the contract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Individual

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Notary Public for said County and State, certify that

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally appeared before me this day and acknowledged

and affirmed that they will abide by the foregoing Conflict of Interest Policy

Sworn to and subscribed before me this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Official Seal) Notary Public

My Commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_

**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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ My Commission Expires: \_\_\_\_\_\_\_\_\_\_

(Notary Signature and Seal)

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:
3. The Certification Regarding Nondiscrimination;
4. The Certification Regarding Drug-Free Workplace Requirements;
5. The Certification Regarding Environmental Tobacco Smoke;
6. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
7. The Certification Regarding Lobbying;
8. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
9. [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.

1. 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:
   1. 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;
   2. 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;
   3. 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);
   4. 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;
   5. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
   6. 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:
      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
   7. 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Contractor will inform the Department of any additional sites for performance of work under this agreement.
2. 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).

1. 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.
2. 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.
3. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
4. 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.
5. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
6. 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**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. Type of Federal Action:  a. contract  b. grant  c. cooperative agreement  d. loan  e. loan guarantee  f. loan insurance | 2. Status of Federal Action:  a. Bid/offer/application  b. Initial Award  c. Post-Award | | 3. Report Type:  a. initial filing  b. material change    **For Material Change Only:**    Year\_\_\_\_\_\_\_\_\_\_\_ Quarter\_\_\_\_\_\_\_\_\_\_\_\_  Date Of Last Report:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 4. Name and Address of Reporting Entity:  Prime  Subawardee Tier (if known) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Congressional District (if known) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:  Congressional District (if known) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| 6. Federal Department/Agency: | | 7. Federal Program Name/Description:  CFDA Number (if applicable) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| 8. Federal Action Number (if known) | | 9. Award Amount (if known) $ | |
| 10. a. Name and Address of Lobbying Entity  (*if individual, last name, first name, MI*):  (*attach Continuation Sheet(s) SF-LLL-A, if necessary*) | | b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*):  (*attach Continuation Sheet(s) SF-LLL-A, if necessary*) | |
| 11. Amount of Payment (*check all that apply*):  $  actual  planned | | 13. Type of Payment (*check all that apply*):  a. retainer  b. one-time fee  c. commission  d. contingent fee  e. deferred  f. other; specify: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| 12. Form of Payment (*check all that apply*):  a. cash  b. In-kind; specify: Nature  Value | |
| 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*): | | | |
|  | | | |
| 15. Continuation Sheet(s) SF-LLL-A attached:  Yes  No | | | |
| 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. | | Signature:  Print Name:  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone No: Date: | |
| Federal Use Only | | | Authorized for Local Reproduction  Standard Form - LLL |

**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](http://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:
3. 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**
4. [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.

1. **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.
2. The undersigned hereby certifies further that:
3. He or she is a duly authorized representative of the Contractor named below;
4. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
5. He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -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 ­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Subawardee Information

1. **Exemptions from Reporting**
2. 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

1. 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 |  |

1. **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 | |  | | street address |  | | |
| city/st/zip+4 |  | | | city/st/zip+4 |  | | |
| county | |  | | county |  | | |

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Title |  | Name |  | Total Compensation |
| 1. |  |  |  |  |  |
| 2. |  |  |  |  |  |
| 3. |  |  |  |  |  |
| 4. |  |  |  |  |  |
| 5. |  |  |  |  |  |