**REQUEST FOR APPLICATIONS FOR COMMUNITY REHABILITATION PARTNERSHIP
(RACRP) # 1057**
**TITLE:** WorkSource East Residential Services
**FUNDING AGENCY:** Division of Employment and Inclusion for People with Disabilities
**ISSUE DATE:** **August 23, 2024**

**FUNDING AGENCY:** Department of Health and Human Services

 Division of Employment and Inclusion for People with Disabilities

 WorkSource East

 902 Corporate Drive

 Goldsboro, NC 27534

**IMPORTANT NOTE:** Indicate agency or organization name and RACRP number on the front of each application envelope or package, along with the date for receipt of applications specified below.

Applications, subject to the conditions made a part of hereof, will be received until **5:00 p.m., Tuesday, September 10, 2024**, for furnishing services described herein.

**SEND ALL APPLICATIONS DIRECTLY TO THE FUNDING AGENCY ADDRESS SHOWN BELOW:**

Direct all inquiries concerning this RACRP to:

Division of Employment and Inclusion for People with Disabilities

ATT: RACRP Goldsboro

WorkSource East (The Program)

902 Corporate Drive

Goldsboro, NC 27534

Email: dvr.vrRFAgoldsboro@dhhs.nc.gov

**NOTE:** Questions concerning the specifications in this Request for Applications for Community Rehabilitation Partnership will be received via email only at dvr.vrRFAgoldsboro@dhhs.nc.gov until **12:00 noon, Friday, August 30, 2024**. A summary of all questions and answers will be emailed to all agencies and organizations sent a copy of this Request for Applications by **Wednesday, September 4, 2024**.

# ELIGIBILITY

Applications are invited from public, non-profit or for-profit organizations possessing a Federal Tax ID Number and a DUNS Number.

Applicants must possess a minimum of two years of experience providing residential services to persons with disabilities.

Applicants must be nationally accredited by an established suitable accrediting organization for community housing services.

Applicants currently in an overdue tax status or on the North Carolina Suspension of Funding List for Nonprofit Agencies are not eligible for funding.

# INTRODUCTION

The objective of this Request for Applications is to identify a qualified Contractor to provide comprehensive, residential services for the exclusive use of clients participating in evaluation and training programs at WorkSource East.

The Contractor will provide a residential facility, large enough to safely and comfortably accommodate 40 Employment and Inclusion for People with Disabilities (EIPD) clients with varying disabilities. The residential facility will include dining, bathing and sleeping accommodations (beds, dressers, adequate closet space, linens, bedspreads and towels), as well as television/entertainment room/lounge (couch, lounge chairs, computer access, television, etc.) and outdoor recreational furnishings.

The Contractor will provide supervision and personal care assistance for the clients, as needed. The Contractor will encourage the clients to participate in meaningful personal, family and community activities to the maximum extent of their abilities. Through an individualized written plan, the Contractor will assist the client to develop skills to aid in independent living and transition to their home community. Examples of areas that could be addressed include personal hygiene, interpersonal skills, and housekeeping and money management skills. Progress reviews of the client’s plan shall be provided to the Program at least every four weeks.

# BACKGROUND

The mission of the Division of Employment and Inclusion for People with Disabilities (Division), WorkSource East (Program) is to provide quality services and promote independence through guidance, self-determination, and job training in an integrated setting by enabling students to obtain competitive employment. The Program provides quality job training in a more integrated work setting in the community, where the student is first priority.

The Program, accredited by CQL (The Council on Quality and Leadership), is a community based, comprehensive evaluation and training center that annually serves approximately 123 individuals primarily from Eastern and Central North Carolina. The Program serves a wide range of persons with disabilities. During FY 2023, the last year for which we have full statistics, 44% of persons served were individuals with intellectual disabilities; 25% were on the autism spectrum, 16% were individuals with other disorders of the nervous system, to include ADHD, 8% of persons served were individuals with mental illness; 3% of persons served were individuals who are deaf/hard of hearing. These percentages fluctuate as students exit the Program and beds are filled with new students.

The Program offers skilled training in the following areas: Child Care, Personal Care Aide, Welding, Automotive Mechanics, Environmental Services, Grounds Maintenance, Pet Care Assistant, Food Services I and II, Carpentry, and Printing I and II. Training is provided in both the facility and in integrated work settings in the community. Internships at businesses in the community are also provided. The Program provides transportation to and from the residential services facility for training unless otherwise arranged.

In addition to vocational training, students participate in a variety of resource classes designed to address academic skills, and to develop self-advocacy and job retention skills.

While each student progresses at their own pace through the training program, on average, the length of stay is 4.5 months. Students not residing within a commutable distance will need to temporarily relocate to Goldsboro in order to attend training. A residential services facility in the Goldsboro area is necessary to safely and comfortably house relocated students while attending the program.

# SCOPE OF SERVICES

This contract shall be effective on **November 1, 2024, and shall terminate on October 31, 2025,** with the option to extend, if mutually agreed upon, through a written amendment up to two additional years, for a maximum total of three years.

The Contractor shall:

Provide a residential facility exclusively for Program clients and capable of comfortably housing 40 clients with varying disabilities who are enrolled at the Program.

Provide furnished bedrooms (maximum of two clients per bedroom) with two dressers, adequate closet space for two individuals and two beds per room, including bedding, linens and towels.

Provide two separate wings or other configuration to achieve insofar as possible an equal number of bedrooms to separate male/female residents;hospital beds for physically challenged individuals must be available for a minimum of one room per wing.

Provide accommodations for deaf and hard of hearing clients. These accommodations shall include but are not limited to flashing strobe fire alarms, large screen televisions in client lounge areas capable of closed captioning, TTY, Captel telephone, Sorensen video phone, and doorbell signalers. Interpreter services shall be available if needed for nights and weekends.

Provide:

* private bathrooms (separate for male and females) equipped with handrails, commode, sink and shower/bathroom facilities should meet ADA accessibility standards, as well as gender neutral bathroom arrangements as needed.
* dining facility with tables, chairs, and utensils.
* a kitchen equipped with commercial appliances that meet local and state regulations and standards for meal preparation.
* laundry facilities equipped with washing machines, dryers and folding tables.
* lounge area(s) with a television, entertainment system and computer with internet connectivity/Wi-Fi of sufficient bandwidth and speed to accommodate up to 40 residents.
* All of the above shall be sufficient in size and quantity to safely and comfortably accommodate 38 to 40 male and female clients in accordance with applicable federal, state and local licensures and certifications and all applicable state and local laws related to sanitation, fire and safety;

Provide balanced meals daily in accordance with the most recent edition of the American Dietetic Association’s Dietary Guidelines for Americans. Meal schedule will include:

* + Monday through Friday: breakfast, dinner, and snacks
	+ Saturday and Sunday: breakfast, lunch, dinner, and snacks
	+ All meals on inclement weather days and days specified in the Division and Program holiday schedules (Attachments 10 and 11).

Provide for special dietary and physical needs of students residing at the facility.

Provide maintenance and ongoing upkeep for residential facility and furnishings (interior and exterior well maintained in appearance and condition, as well as pest free).

Provide appropriate client transportation in case of a medical emergency. Notify the Program’s Director of Support Services of all medical emergencies.

Provide support to those residents requiring development of and/or assistance with independent living skills, (such as personal hygiene; meal-prep training; community living and interaction skills; behavior control; recreational activities; and other areas) as appropriate.

Provide a minimum of two day or evening outings, (shopping, recreation) in the community per week. Overnight outings are not allowed.

The Contractor shall maintain the following minimum Staffing Patterns:

* Minimum Staffing Pattern:

*Monday through Friday:*

8:00 am to 4:00 pm - A minimum of one direct-care staff on duty (male or female).

4:00 pm to 11:00 pm – A minimum of three direct-care staff on duty (one must be female).

11:00 pm to 8:00 am- A minimum of two direct-care awake staff on duty (one awake staff person must be female).

*Saturday and Sunday:*

8:00 am to 11:00pm - A minimum of three direct-care staff on duty (one staff person must be female).

11:00 pm to 8:00 am - A minimum of two direct-care awake staff (one awake staff person must be female).

The Contractor shall maintain the following minimum Staffing Requirements:

* Minimum Staffing Requirements:
	+ Residential facility program director will have at a minimum, a BA degree in human services and at least two years of experience in working with persons with disabilities, preferably in a residential setting.
	+ Direct-care staff will have a minimum of two years of documented health care training and at least two years of experience equivalent to that of a Health Care Technician II as defined by the North Carolina Office of State Human Resources. (NC 32000601 OSHR - See Attachment 2).
	+ All staff will pass a criminal background check and drug screening. The results of these tests must be available to Division/Program staff for audit purposes.
	+ Staff responsible for the kitchen/food service will maintain ServSafe Certification.

The Contractor shall verify all staff credentials and previous work history prior to employment at the residential facility. Credentials and prior work history shall be verified through the NCDHHS/DHSR Health Care Personnel Registry. More information related to this registry can be located at [www.ncnar.org](http://www.ncnar.org).

**Programmatic Requirements:**

The Contractor shall:

Establish a Student Council for residents and conduct monthly meetings to solicit input and assist the residents with decision-making skills.

Submit timely and accurate reports to the Program as follows:

Residential Unit Admissions and Discharge Report by the fifth (5th) working day of month for the prior month’s activity (See Attachment 4).

Residential Unit Utilization Report by the fifth (5th) working day of month for services provided in the prior month (See Attachment 5).

Workplace Safety Inspection Checklist by the fifth (5th) working day of each month for the prior month (See Attachment 6);

Line-Item Expenditure Reports which reflect actual expenditures for the prior month, with a line-item budget comparison. Reports shall be submitted by the 15th of each month, in a format approved by the Program. Travel expenses shall be computed in accordance with the most current state regulations as described in the Policies Governing Travel Related Expenses for Contractors. (See Attachment 3)

Student Councilminutes within five (5) working days of each meeting.

Incident Reports before close of business the next workday following each incident.

Submit budget revisions for Program approval, prior to over-expenditures; budget change requests must be submitted to the Program Director for approval. Increases must have corresponding reductions, as well as footnotes justifying each increase and decrease.

Submit a budget proposal annually for approval (for the following budget year of November 1 – October 31) to the Program no later than the first (1st) day of June using the attached format. (See Attachment 12)

Review all reports for accuracy and completeness prior to submission to the Program. Reports will be signed and dated by the Contractor (Residential Manager or Director of the residential facility).

At a minimum, the Contractor shall meet quarterly with Program staff to review the residential budget, service delivery and any areas of concern. Specific dates will be determined by the Program and communicated to the Contractor on a quarterly basis.

The Contractor shall develop an orientation process, in writing, to review with residents upon arrival. The orientation process will include:

* Residents are allowed to move into facility by 2:00pm, Monday through Friday, unless otherwise agreed upon by Program.
* A tour of the facility
* Review of the residential facility’s policy and procedures, including client grievance procedures and client rules of conduct
* Issuance of the Client/Student Bill of Rights
* Schedules
* Activities
* Appropriate supplies for their rooms supplied by the residential facility (i.e., linens, blankets, and bedspreads).

**Performance Indicators:**

The Contractor shall maintain an average of 80% occupancy, unless agreed to otherwise by the Program.

The Contractor shall maintain an average of 80% client satisfaction rating over a period of one year. The Program will monitor and analyze the data received from the survey conducted upon clients’ discharge from the residential facility.

During the term of this contract, the Contractor shall maintain a sanitation rating grade of “A” in all cooking and dining areas of the residential facility from the NC, DHHS, Division of Public Health. Copies of the completed inspection forms with results shall be submitted to the Program within 5 days of inspection completion.

The Contractor shall ensure that the residential facility meets:

* All applicable standards of service delivery necessary to maintain required federal, state, and local licensures and certifications
* All applicable state and local laws related to sanitation, fire and safety

The Contractor shall provide an annual, independent (OSHA consultative, workers compensation provider, private provider, etc.) safety inspection, in addition to an annual inspection by the local fire department. Copies of these reports shall be submitted to the Program within 5 days of receipt.

The Contractor shall submit copies of all licensures, inspections certifications and accreditation documentation to the Program within 5 days of reviews and/or renewals.

The Contractor shall submit all reports and required documentation by assigned due dates, in acceptable quality and comply with all performance indicators that are tracked in the reports and defined in the contract.

Measurement of compliance will be based on the following criteria:

 Receipt of the reports;

 Timeliness of report submissions;

 Accuracy of the reports; and

 Completeness of report submissions.

Consequences for Non-Performance:

At the Program’s request, the Contractor shall submit to the Program, for approval, a Corrective Action Plan to improve any deficiencies.

The Corrective Action Plan will include specified time frames for completion of improvements and/or corrections. Following the Contractor’s submission of an approved Corrective Action Plan, the Contractor will routinely provide the Program with a status report reflecting progress achieved in responding to deficiencies and implementing the Corrective Action Plan.

Deficiencies, non-performance and attentiveness to corrective action plan(s) will be documented by the Program and considered in subsequent year planning.

**Reimbursement:**

The Contractor will be reimbursed at a per bed occupancy rate established through a cost allocation budget process developed with the Division’s Fiscal Services Office. The cost per bed will be based on the total allowable budget divided by the maximum bed capacity. Monthly invoices will be paid at full capacity rate, unless occupancy falls below 80%. If occupancy falls below 80%, payment will be based on actual occupied beds\*.

\*If occupancy below 80% is due to vacancies mutually agreed upon by the Contractor and the Division, the Division will reimburse at the full capacity rate.

The Program will monitor utilization rate through analysis of monthly utilization reports submitted by the Contractor.

Upon execution of this contract, the Contractor shall submit to the Division Contract Administrator, a monthly reimbursement request for services rendered the previous month and, upon approval by the Division, receive payment within 30 days. The Contractor is required to submit a final reimbursement report and to return any unearned funds to the Division within 60 days of the contract termination date. All payments are contingent upon fund availability. Annual maximum reimbursement shall not exceed actual expenditures.

**To be considered for this award, the response to this Request for Applications must include the following:**

Letter of Interest signed by the agency’s official authorized to enter into agreements. Include in the letter details regarding qualifications to meet the required minimum of two years of experience providing residential services to persons with disabilities, Federal Tax ID number and DUNS number.

A completed Application Face Sheet (See Attachment 1)

A copy of the agency’s, or organization’s 501 (c) (3) Letter as proof of nonprofit status, if applicable.

Residential Services Facility Policy and Procedural Proposal, which includes/addresses the following:

Program:

Hiring Procedures; Inclement Weather and Tornado Plan; Quarterly Program Reviews; Disciplinary Policy; Confidentiality Policy; Curfew & Lights Out; Dress Code; Fire Plan; Student Council; Dietary Plan – Meals/Menus; Recreation Plan; Independent Living Plan of Services; Floor Plan; Guest Registry; Information Reports; Linen Services; Visitation; Behavioral/Conduct; Grievance Policy; Orientation Process/Procedures; Medical Services; Personal Services; Resident Check-In Process; Resident Check-Out Process; Admission/Discharge; Mail; Laundry Service; Smoking Policy; Staffing Patterns; Shift Report; Telephone Rules.

Forms/Reports:

Fire/Disaster Drill Report; Information/Incident Report; Inventory Check List; Admission and Discharge Report; Utilization Report; Student Council Report; Accident/Injury Report; Expenditure Report; Yearly Audit; Financial Reporting Procedures.

Personnel:

Job Descriptions and Minimum Requirements for facility staff including Residential Director; Direct Care Staff; Maintenance Personnel; Cook, Housekeeper; Bookkeeper, etc.; Employee Credentials Check Process; Criminal Backgrounds Checks and Drug Screening Process; Work Schedules.

Proposed Student Bill of Rights

Proposed descriptive brochure defining residential facility services

Proposed facility site location and floor plan.

Annual Line-Item Budget Proposal, including a line item description and justification. (See Attachment 12 for the required format) If indirect cost charges are included in Budget proposal, attach a copy of the organization’s current approved indirect cost rate agreement.

Current licensure(s), accreditation(s) and experience related to providing residential services. Copies of current licensure(s) and accreditation(s) must be attached to the Request for Applications response.

Completed and signed Vendor Application – Boarding Facility – On Site DVR 0303 (See Attachment 8)

Completed and signed Certificate of Nondiscrimination Compliance DVR 0306 (See Attachment 9)

Completed and signed NC Substitute W-9 Form ([Substitute W-9 - NC.gov)](https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&ved=2ahUKEwjJnZXk8b_yAhWLTN8KHexHDekQFnoECAoQAQ&url=https%3A%2F%2Ffiles.nc.gov%2Fncosc%2Fdocuments%2FNCAS_forms%2FState_of_North_Carolina_Sub_W-9_01292019.pdf&usg=AOvVaw0GrOuLnAqOt9CvahO3x_e5)

Completed and signed assurances/certifications (See Attachment 7)

The following are general terms and conditions which will be included in any awarded 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:

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

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

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

**Indemnity and Insurance**

**Indemnification:** The Contractor agrees to indemnify and hold harmless the Division, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor 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. **Worker’s Compensation Insurance**: The Contractor shall provide and maintain worker’s compensation insurance, as required by the laws of the states in which its employees work, covering all of the Contractor’s employees who are engaged in any work under the contract.
3. **Employer’s Liability Insurance:** The Contractor shall provide employer’s liability insurance, with minimum limits of $500,000.00, covering all of the Contractor’s employees who are engaged in any work under the contract.
4. **Commercial General Liability Insurance**: The Contractor shall provide commercial general liability insurance on a comprehensive broad form on an occurrence basis with a minimum combined single limit of $1,000,000.00 for each occurrence.
5. **Automobile Liability Insurance**: The Contractor shall provide automobile liability insurance with a combined single limit of $500,000.00 for bodily injury and property damage; a limit of $500,000.00 for uninsured/under insured motorist coverage; and a limit of $2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
	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 to the Division before the Contractor begins work under this contract.

**Default and Termination**

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

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

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

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

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

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

**Intellectual Property Rights**

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

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

**Compliance with Applicable Laws**

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

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

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

**Confidentiality**

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

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

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

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

**Oversight**

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

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the 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.

**Warranties and Certifications**

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

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

**Miscellaneous**

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

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

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

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

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

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

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

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

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

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

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

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

1. Written questions concerning the RACRP specifications will be received until the date specified on the cover sheet of this RACRP. A summary of all questions and answers will be mailed to all agencies and organizations sent a copy of the RACRP.
2. Applications in one original and *(at least two)* copies will be received from each agency or organization. The original must be signed and dated by an official authorized to bind the agency or organization.
3. All applications must be received by the funding agency not later than the date and time specified on the cover sheet of the RACRP. Faxed applications will not be accepted.
4. At that date and time, the applications from each responding agency and organization will be logged in. Budgets will be included as part of the application.
5. At their option, the evaluators may request additional information from any or all applicants 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.
6. 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.
7. 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**

1. Award or Rejection
All qualified applications will be evaluated, and award made to that agency or organization whose combination of budget and service capabilities is 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 applicants will be notified by **September 20, 2024.**
2. Decline to Offer
Any agency or organization that receives a copy of the RACRP 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 RACRPs.
3. Cost of Application Preparation
Any cost incurred by an agency or organization in preparing or submitting an application is the agency's or organization's sole responsibility; the funding agency will not reimburse any agency or organization for any pre-award costs incurred.
4. Elaborate Applications
Elaborate applications in the form of brochures or other presentations beyond that necessary to present a complete and effective application are not desired.
5. Oral Explanations
The funding agency will not be bound by oral explanations or instructions given at any time during the competitive process or after awarding the grant.
6. Reference to Other Data.
Only information that is received in response to this RACRP will be evaluated; reference to information previously submitted will not suffice.
7. Titles
Titles and headings in this RACRP and any subsequent RACRP are for convenience only and shall have no binding force or effect.
8. Form of Application
Each application must be submitted on the form provided by the funding agency and will be incorporated into the funding agency's Performance Agreement (contract).
9. Exceptions
All applications are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions. The attachment of other terms and conditions by any agency and organization may be grounds for rejection of that agency or organization's application. Funded agencies and organizations specifically agree to the conditions set forth in the Performance Agreement (contract).
10. Advertising
In submitting its application, agencies and organizations agree not to use the results therefrom or as part of any news release or commercial advertising without prior written approval of the funding agency.
11. Right to Submitted Material
All responses, inquiries, or correspondence relating to or in reference to the RACRP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the agency or organization will become the property of the funding agency when received.
12. Competitive Offer
Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any application submitted in response to this RACRP thereby certifies that this application has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.
13. Agency and organization's Representative
Each agency or organization shall submit with its application the name, address, and telephone number of the person(s) with authority to bind the agency or organization and answer questions or provide clarification concerning the application.
14. Subcontracting
Agencies and organizations may propose to subcontract portions of work provided that their applications clearly indicate the scope of the work to be subcontracted, and to whom. All information required about the prime grantee is also required for each proposed subcontractor.
15. Proprietary Information
Trade secrets or similar proprietary data which the agency or organization does not wish disclosed to other than personnel involved in the evaluation will be kept confidential to the extent permitted by NCAC TO1: 05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL." Any section of the application that is to remain confidential shall also be so marked in boldface on the title page of that section.
16. Participation Encouraged
Pursuant to Article 3 and 3C, Chapter 143 of the North Carolina General Statutes and Executive Order No. 77, the funding agency invites and encourages participation in this RACRP by businesses owned by minorities, women and the disabled including utilization as subcontractor(s) to perform functions under this Request for Applications.
17. Contract
The Division will issue a contract to the recipient of the grant that will include their application. Expenditures can begin immediately up receipt of a completely signed contract.

Please be advised that successful applicants may be required to have an audit in accordance with G.S. 143C-6-22 and G.S. 143C-6-23 as applicable to the agency or organization’s status. If awarded a contract, there are assurances the successful applicant will be required to execute prior to signing the contract: (See lists below and Attachment 7):

**For-Profit :**

1. Federal Certifications
2. State Certification
3. Proof of Insurance Form (or certificate of insurance)
4. State Grant Certification – No Overdue Tax Debts **\*\*\***
5. Federal Exclusion Certification
6. Send proof of active SAM registration. Contractors can register at: <https://www.sam.gov/SAM/pages/public/index.jsf>
7. Entity must be registered with the NC Secretary of State (we will validate, do not need to send in proof)

**Non Profit :**

1. IRS Tax Exemption Status Letter *(Source document must be on file, send new one if anything has changed)*
2. IRS Tax Exemption Verification Form (Annual)
3. Conflict of Interest Acknowledgement and Policy *(Source document must be on file, send new one if a new COI policy has been adopted by your entity)*
4. Conflict of Interest Verification (Annual)
5. Federal Certifications
6. State Certification
7. Proof of Insurance Form (or certificate of insurance)
8. State Grant Certification – No Overdue Tax Debts **\*\*\***
9. Federal Exclusion Certification
10. Send proof of active SAM registration. Contractors can register at: <https://www.sam.gov/SAM/pages/public/index.jsf>
11. Entity must be registered with the NC Secretary of State (we will validate, do not need to send in proof)

**Local Government, NC Community College, Other State Agency :**

1. Federal Certifications
2. State Certification
3. Federal Exclusion Certification

**\*\*\*** Indicates must be notarized

**Application and Selection Process**

**Application Submission:**

One complete original application and three copies, including a signed cover page must be received by the deadline. In addition, applicants should submit one electronic copy of their complete signed application by email to dvr.vrRFAgoldsboro@dhhs.nc.gov .

Assemble the Application in the following order. Use a binder clip at top left corner on each copy of the application. Number each page consecutively beginning with the Application Face Sheet.

1. Letter of Interest;
2. Completed Application Face Sheet (Attachment 1)
3. Current 501 (c) (3) Letter, if applicable;
4. Residential Services Facility Policy and Procedural Proposal; Program Plan; Program Narrative; Program Timeline – Complete as required in this RACRP;
5. Line Item Budget Proposal and Budget justification/narrative in correct format (Attachment 12);
6. Indirect Cost Approval Letter if charge is included in Indirect Cost section (L) of Budget;
7. Copies of applicable, current Licensure(s);
8. Copies of applicable, current Accreditation Certificate(s);
9. Completed DVR Vendor Application for Boarding Facilities (Attachment 8);
10. Completed Certificate of Nondiscrimination Compliance DVR 0306 (See Attachment 9);
11. Completed and signed NC Substitute W-9 Form ([Substitute W-9 - NC.gov)](https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&ved=2ahUKEwjJnZXk8b_yAhWLTN8KHexHDekQFnoECAoQAQ&url=https%3A%2F%2Ffiles.nc.gov%2Fncosc%2Fdocuments%2FNCAS_forms%2FState_of_North_Carolina_Sub_W-9_01292019.pdf&usg=AOvVaw0GrOuLnAqOt9CvahO3x_e5) **[(using full legal name of Agency as registered with the State of North Carolina, Department of the Secretary of State)](https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&ved=2ahUKEwjJnZXk8b_yAhWLTN8KHexHDekQFnoECAoQAQ&url=https%3A%2F%2Ffiles.nc.gov%2Fncosc%2Fdocuments%2FNCAS_forms%2FState_of_North_Carolina_Sub_W-9_01292019.pdf&usg=AOvVaw0GrOuLnAqOt9CvahO3x_e5)**
12. Completed and signed assurances/certifications referenced above (and included in Attachment 7)

**Selection Criteria:**

All applications will be reviewed to ensure all required application components and supporting documents are included. At the discretion of the Program, applications that are found to be insufficient or incomplete may be rejected.

Complete and responsive applications will then be reviewed by a committee for evaluation of minimum qualifications, programmatic requirements, and organizational capacity. The Division will consider overall factors involving the applications when determining the final award decision. The Division’s decision will be final.

**Attachment 1**

 **APPLICATION FACE SHEET**

Name of Agency:

Address:

Telephone Number:

Fax Number:

Email Address:

Agency Status: ( ) Public ( ) Non-Profit ( ) For Profit

Agency Federal Tax ID Number:

Agency’s Financial Reporting Year \_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_

Name and Title of Contract Administrator:

Name of Program (s):

SERVICE DELIVERY SITE(S):

AREA TO BE SERVED:

**(Vice) President Date**

**Attachment 2**

State of Health Care Technician II 32000601

North Carolina 06/2018

Class Concept

Employees orient new Health Care Technicians in psychiatric hospitals, adult corrections, juvenile centers, developmental centers, neuro-medical treatment centers, or alcohol/drug treatment centers in state, federal, and hospital-wide requirements, procedures, and policies for the provision of habilitative services and care of patients. Employees effectively demonstrate all tasks; participate with the assigned team members to develop training; coordinate training with unit supervisory staff and staff development; and conduct specific training such as first aid, Cardiopulmonary Resuscitation (CPR) training individuals with disabilities in daily living and vocational endeavors. Employees maintain and administer related training records. Employees may also serve as on-the-job trainer and resource person for new hires providing feedback and monitoring of employee activities, tasks, and functions. Employees at this level are troubleshooters/problem-solvers and must be able to demonstrate Health Care Technician I level tasks, duties, and responsibilities. Employees in this class will spend the majority of the time in a mentor role. Employees may work in the admittance office and require knowledge of legal process pertaining to voluntary and involuntary admissions. Work may involve other closely related duties, including the administration of medications in prison facilities. Work is performed under the supervision of clinical (e.g., nursing) and/or professional program staff.

Recruitment Standards

Knowledge, Skills, and Abilities

* Considerable knowledge of approved behavioral intervention programs.
* Considerable knowledge of the needs of the population served.
* Considerable knowledge of appropriate protocols for medication administration and possible side effects.
* Considerable knowledge of training principles.
* Ability to train and mentor adults in group and one-on-one setting.
* Ability to effectively convey information to family members, individuals, and treatment team, under general supervision, in verbal and written forms.
* Ability to document clear and concise notes of client progress and behaviors.
* Ability to follow-up on services being provided to the clients to assure needs are being met.
* Ability to provide and implement some of the services needed.
* Ability to work independently and as a member of a team.
* Ability to maintain professional and even tempered demeanor and work relationships.
* Ability to learn and apply behavior management and supportive counseling techniques.

Minimum Education and Experience

High school or General Educational Development diploma and one year of related work experience; or an equivalent combination of education and experience.

Special Condition for Continued Employment

As required, listing as a Nurse Aide I by the North Carolina Division of Health Service Regulation. As applicable, listing as a Nurse Aide II by the North Carolina Board of Nursing. As applicable, North Carolina Emergency Medical Technician (EMT) certification.

Note: This is a generalized representation of positions in this class and is not intended to identify essential functions per ADA.

**Attachment 3**

**Policies Governing Travel RELATED Expenses for Providers**

All Providers must comply with State travel, lodging and meals subsistence reimbursement regulations. Reimbursement for expenses is only allowable if stated in the contract. Public agencies should follow their agency's existing policies and procedures for the authorization of travel and subsistence. For complete and current travel policies and regulations, refer to the OSBM web site to access the State Budget Manual (<https://www.osbm.nc.gov/budget/budget-manual>). Below are the current rates of reimbursement.

1. **TRANSPORTATION**

1. Personal Vehicle – Actual mileage is reimbursable and measured from the closer of the assigned duty station or point of departure to your destination and return. The maximum rate that can be reimbursed for mileage is the business standard mileage rate set by the Internal Revenue Service **(67 cents per mile effective January 1, 2024)**; however, this may be negotiated at a lower rate. Parking fees, tolls, and storage fees are reimbursable when the required receipts are obtained. The State will not reimburse you for travel from your home to your dutystation.

2. Common Carrier – You will be reimbursed for actual coach fare for air, rail, or bus travel if you submit receipts.

3. Travel Time – Time spent traveling may not count as hours of service.

1. **Subsistence**

# 1. RATES - Pursuant to G.S. 138-6(5), the Director of the Budget is required to revise subsistence payments for state employees’ in-state and out-of-state travel. The revision is based on the percentage increase in the Consumer Price Index for All Urban Customers for the most recent 24-month period. The new subsistence rate will be effective for both years of the 2023-25 biennium.

The maximum allowable statutory rate for meals and lodging in a 24-hour period is **$135.60** for in-state travel and **$154.90** for out-of-state travel. If you pay sales tax, lodging tax, local tax, or service fees associated with the cost of lodging, the State will reimburse you for these in addition to the lodging rate. You must submit receipts for the State to reimburse you for lodging expenses.

Use the following schedule for reporting allowable subsistence expenses incurred while traveling on official state business:

|  |  |  |
| --- | --- | --- |
|  | In-State | Out-of State |
|  |  |  |
| Breakfast | $ 10.10 | $ 10.10 |
| Lunch | $ 13.30 | $ 13.30 |
| Dinner | $ 23.10 | $ 26.30 |
| Lodging (actual, up to) | $ 89.10 (actual, up to) | $ 105.20 (actual, up to) |
|  |  |  |
|  Total | **$ 135.60**  | **$154.90** |

You may request reimbursement for actual expenses if they are less than the rates in this table. Out-of-State travel status begins when you leave your home or duty station and ends when you return to your home or duty station. Providers located out of North Carolina must use In-State travel allowances when traveling in North Carolina.

**2. EXCESS LODGING** **COSTS** – **You must obtain advance authorization from the Secretary of the Department or his or her designee for lodging costs exceeding the stated rate above, regardless of destination.** Check with the division contract office for appropriate procedures. You may be reimbursed for excess lodging costs when you are in a high cost area and unable to secure lodging within the current allowance, or when you submit a written opinion that personal safety or security is unattainable within the current allowance. The State will not reimburse you for excess lodging costs for reason of convenience or your personal preference. If the cost for lodging exceeds the maximum daily rate for lodging, but the total cost for food and lodging is equal to or less than the total daily rate, you do not have to obtain approval from the Department for excess lodging costs.

1. **MEALS**
	1. Meals during Overnight Travel – The State will reimburse you for meals at the rate stated in the chart above when you are on official state business and your duties require overnight travel. The travel must involve a travel destination located at least 35 miles from your regularly assigned duty station (vicinity) or home, whichever is less, to the final travel destination.

The State will reimburse you for meals for partial days of travel when your duties require overnight travel. You will be reimbursed at the stated rate for meals in the following situations:

* Breakfast: If you depart your duty station prior to 6:00 a.m.
* Lunch: If you depart your duty station prior to Noon (day of departure) or return to your duty station after 2:00 p.m (day of return).
* Dinner: If you depart your duty station prior to 5:00 p.m. (day of departure) or return to your duty station after 8:00 p.m. (day of return)

**b. MEALS DURING DAY TRAVEL** – The State will not reimburse you for lunch if travel does not involve an overnight stay; however, you will be reimbursed at the stated rate for the morning and evening meals in the following situations:

* Breakfast: If you depart your duty station prior to 6:00 a.m. and extend the workday by 2 hours.
* Dinner: If you return to your duty station after 8:00 p.m. and extend the workday by 3 hours.

The travel must involve a travel destination at least 35 miles from your regularly assigned duty station (vicinity) or home, whichever is less.

**c. EXCESS COSTS FOR MEALS** - The State will not reimburse you for the cost of meals above the stated rate unless such costs are included in registration fees and/or there are predetermined charges, or the meals were for out-of-country travel. The department head or his or her designee may authorize excess subsistence costs for meals for out-of-country travel. Check with the division contract office for appropriate procedures.

**C. Conference Registration Fees**

The State may reimburse you for registration fees if you submit a valid receipt or invoice. If conference registration includes the price of meals, you may not claim reimbursement of meals in addition to the reimbursement of the conference registration fee. Please note that registration fees consisting exclusively of meals are not reimbursable unless meeting the overnight travel criteria. A valid receipt/invoice contains: a) the name of the organization hosting the conference and the name/title of conference; b) the name of the person attending the conference and making payment; c) the amount paid; d) the date of payment; and e) the signature of the person accepting payment for the conference. If you must pay a registration fee in advance, include a properly executed conference registration form and a copy of the check when you request reimbursement.

**Attachment 4**

**WORKSOURCE EAST**

**RESIDENTIAL UNIT ADMISSIONS & DISCHARGES**

Name of Unit: For the Month of

Report Completing By: Date Completed:

Complete the following information on each resident admitted or discharged during the month covered by this report. If there were no admissions or discharges, mark an "X" here. 🞐

|  |
| --- |
| Use These Code Numbers Where Applicable BelowGender: 1 = Female Age: 1 = 18 - 29 Status: 1 = Mentally Retarded Income: 1 = Suppl. Sec. Inc. (SSI). List County of Student’s 2 = Male 2 = 30 - 44 2 = Mentally Ill 2 = Social Security (SSA). Legal Residence If Different 3 = 45 - 59 3 = Physically Disabled 3 = St / Co Spec. Assit. (SA) From Location Of HomeRace 1 = White 4 = 60 - 64 4 = Mentally 4 = Private / Other 2 = Black 5 = 65 - 74 Deteriorated List name of county in last 3 = American 6 = 75 - 84 (e.g. Alzheimer's). Ambulation Status. column if different; leave Indian 7 = 85 +. 5 = No physical or 1 = Ambulatory blank if county of residence 4 = Other mental disability 2 = Semi-ambulatory is same as home's location. 3 = Non-ambulatory |

ADMISSIONS:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name(Last Name First) | Date OfAdmission | Gender | Race | Age | Status (ListAll that apply;e.g., 2,3) | Income (List All that apply; e.g., 2,3) | AmbStatus | County ofResidenceIf DifferentFrom Home |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

 DISCHARGES:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name(Last Name First) | Date OfDischarge | Gender | Race | Age | Status (ListAll that apply;E.g.,2,3) | Income (List all that apply; e.g.,2,3) | AmbStatus | County ofResidenceIf DifferentFrom Home |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

Complete in duplicate on the 1st. of each month, for the preceding month. Retain one copy for the unit's file and submit one copy to the Division.

**Attachment 5**

North Carolina Department of Health and Human Services

Division of Employment and Inclusion for People with Disabilities

Residential Unit Utilization Report

Name of Facility: For the Month of: \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | Client's Name | StartDate | DaysPresent | DaysAbsent  | EndDate | TermCode |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

|  |
| --- |
| The Contractor will be reimbursed at a per bed occupancy rate, established through a cost allocation budget process. The cost per bed will be based on the total allowable budget divided by the maximum bed capacity. Monthly invoices will be paid at full capacity, unless occupancy falls below 80%. Initialing here \_\_\_\_\_\_\_ certifies (by the Contractor) that occupancy was at a minimum of 80%. If occupancy falls below 80%, payment will be based on actual occupied beds, unless vacancies are mutually agreed upon by the Contractor and the Division, in which case the Contractor will be paid at full capacity rate. Initialing here \_\_\_\_\_\_certifies (by the Division) that occupancy below 80% has been waived for the payment purposes of this invoice. |

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

 Director of Vocational Services Date C.I.C., Division Date

**Attachment 6**

**NC Division of Employment and Inclusion for People with Disabilities**

**Quarterly Workplace Safety Inspection Checklist**

|  |  |  |
| --- | --- | --- |
| **Year:** | **Location Code:** | **Location Description:** |

***Note:*** In column for each month, enter a Y (for Yes) Or N (for No) Or N/A.

Replace the word **Month** with Actual Month (example - April)

|  |  |  |  |
| --- | --- | --- | --- |
| ***AREAS INSPECTED*** | **Month** | **Month** | **Month** |
| **Exit & Access** |  |  |  |
| Are exits equipped with lighted exit lights? (Tested Monthly)  |  |  |  |
| Is there a readily visible sign, if there is a hidden exit in your area?  |  |  |  |
| Are aisles, doorways and corners free of obstructions to promote visibility & movement?  |  |  |  |
| Is the emergency lighting system checked for proper operation? (30 sec monthly, 90 min annually)  |  |  |  |
| **Fire Protection** |  |  |  |
| Are all plans, rules and regulations posted throughout the area?  |  |  |  |
| Are all employees instructed in the procedures for turning in fire calls?  |  |  |  |
| Are all employees instructed in the use of fire extinguishers and locations of each?  |  |  |  |
| Are fire extinguishers in designated locations?  |  |  |  |
| Is the access way to fire extinguishers clear of obstructions?  |  |  |  |
| Are all fire extinguishers properly charged?  |  |  |  |
| Are all fire extinguishers inspection tags properly initialed or marked monthly? |  |  |  |
| Are fire doors in good operating condition?  |  |  |  |
| Are all fire doors, exit doors and means of exit kept clear at all times?  |  |  |  |
| **Housekeeping & General Work Environment** |  |  |  |
| Is smoking permitted in designated areas? If so, are proper disposal receptacles provided?  |  |  |  |
| Are “NO SMOKING” signs prominently posted in areas containing combustibles, flammables and other hazardous materials?  |  |  |  |
| Are covered metal cans used for oily or paint soaked waste, and are they emptied daily?  |  |  |  |
| Are drain mats or like protection provided to protect employees from floors in wet processes?  |  |  |  |
| Are waste receptacles provided and are they emptied regularly?  |  |  |  |
| Are toilet/washing facilities available and sanitary?  |  |  |  |
| Is lighting adequate in work area?  |  |  |  |
| Are stairways in good condition with railings for every flight having four or more flights?  |  |  |  |
| Are portable wood, fiberglass or metal ladders adequate for their purpose, in good condition and provide secure footing?  |  |  |  |
| Are work areas placed in a neat, orderly and secure condition at the end of each workday?  |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Are safety warning signs posted for all hazardous conditions (e.g., slippery floors when wet, tripping hazard, watch your step, etc.)?  |  |  |  |
| Are eating areas, microwave ovens and refrigerators kept clean and in good repair?  |  |  |  |
| Are carpeted areas clean, secure to the floor and free of worn or frayed seams or corners?  |  |  |  |
| Do doors that open directly into walking areas have windows and/or warning signs?  |  |  |  |
| Are loading docks maintained in a safe condition and kept free from clutter?  |  |  |  |
| Are platforms or floors 4 feet or higher than the main level guarded?  |  |  |  |
| Are areas outside building clean and free of hazardous objects?  |  |  |  |
| Are computer or telephone cords arranged or secured to prevent trip hazard?  |  |  |  |
| Are stacks of material stable and secure from collapse?  |  |  |  |
| Are emergency flip charts posted by all phones and reviewed periodically with staff?  |  |  |  |
| Are floor drains covered with grating?  |  |  |  |
| Are there signs of rodents, insects and vermin that have NOT been reported to Pest Control?  |  |  |  |
| **Machines & Equipment** |  |  |  |
| Are employees instructed on proper and safe use of equipment in the area?  |  |  |  |
| Are interlocking safety devices/machine guarding on equipment installed and maintained within tolerances (i.e. grinders ⅛ , ¼) in operable condition?  |  |  |  |
|  |  |  |  |
| Are hand tools regularly inspected for safe condition?  |  |  |  |
| Are compress gas cylinders: | Checked monthly for damage or leaks?  |  |  |  |
|  | Secured to walls by chain or placed in a cylinder cart?  |  |  |  |
|  | Fitted with valve protection caps when not connected for use?  |  |  |  |
|  | Transported/stored safely so as to prevent damage to cylinders and valves?  |  |  |  |
| Are fan blades less than 7 feet above the floor equipped with guard openings no larger than ½ inch?  |  |  |  |
| **Materials** |  |  |  |
| Are approved safety cans or other acceptable containers used for handling and dispensing flammable liquids?  |  |  |  |
| Are all flammable liquids that are kept inside buildings stored in OSHA approved storage containers or cabinets?  |  |  |  |
| **For Toxic Materials** |  |  |  |
| Have all materials in use been checked for toxic qualities per MSDS specifications?  |  |  |  |
| Have appropriate control procedures, such as ventilation systems, enclosed operations safe handling practices, proper personal protective equipment (i.e. respirators, glasses or goggles, eye wash stations, gloves, etc.) and medical surveillance been instituted for toxic materials?  |  |  |  |
| **Hazardous Chemicals** |  |  |  |
| Are Material Safety Data Sheets available for each department using chemicals?  |  |  |  |
| Have employees been instructed in the safe use, handling and emergency response actions related to hazardous chemicals?  |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Do employees receive training prior to the use of any new chemical and is this documented on the supervisors’ hazard communications program checklist?  |  |  |  |
|  | Are all hazardous chemical containers properly labeled? (primary and secondary)  |  |  |  |
|  | Are hazardous chemical containers/materials disposed of properly?  |  |  |  |
| **Electrical Wiring, Fixtures & Controls** |  |  |  |
| Are all electrical receptacles the grounded type (i.e. 3 hole)?  |  |  |  |
| Are there unused electrical openings, or exposed electrical parts?  |  |  |  |
| Are electrical extension cords in service? (Maintenance Use Only) Give location in comments section.  |  |  |  |
| Are electrical cords/extension cords and plugs in good condition? (i.e. all 3 pins intact)  |  |  |  |
| Are temporary use cords taped to the floor for their entire length?  |  |  |  |
| Are power strips in use for electronic equipment only and not in series?  |  |  |  |
| Do all electrical outlets (receptacles, switches fixtures) have cover plates?  |  |  |  |
| Are portable electrical tools and appliances grounded or double insulated?  |  |  |  |
| Are portable lights equipped with proper guards?  |  |  |  |
| Are all lamps kept free of combustible materials?  |  |  |  |
| **Employee Protection** |  |  |  |
| Are first aid kits/infection control boxes in your work area stocked with adequate supplies?  |  |  |  |
| Are there quick water flush facilities available where employees are exposed to corrosive materials?  |  |  |  |
| Is Protective Equipment: | Provided and used as needed for identical tasks?  |  |  |  |
|  | Maintained in a sanitary condition and readily available for use?  |  |  |  |
| Is the OSHA Workplace Poster displayed where employees are likely to see it?  |  |  |  |

|  |
| --- |
| **Comments for Month (**Replace the word **Month** with Actual Month (example - April) |
| **Person Inspecting: Date:**  |

|  |
| --- |
| **Comments for Month (**Replace the word **Month** with Actual Month (example - April) |
| **Person Inspecting: Date:** |

|  |
| --- |
| **Comments for Month (**Replace the word **Month** with Actual Month (example - April) |
| **Person Inspecting: Date:**  |

**Attachment 7**

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 the Clean Air Act and the Federal Water Pollution Control Act
7. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
8. The Certification Regarding Lobbying;
9. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
10. [**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 (Name of Organization) 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 the Clean Air Act and the Federal Water Pollution Control Act.**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

**V. 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.

**VI. 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.

 **Disclosure Of Lobbying Activities**

**Instructions**

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

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

1. Identify the status of the covered Federal action.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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."
8. 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.
9. (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 ReproductionStandard 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 and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

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

Certifications

1. Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
2. Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor’s subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
3. Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an “ineligible Contractor” as set forth in G.S. 143-59.1(a) because:
4. 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
5. [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. Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
3. The undersigned hereby certifies further that:
4. He or she is a duly authorized representative of the Contractor named below;
5. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
6. 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.

Signatures to follow on the next page

Contractor Certifications Required by North Carolina Law (Rev. 8/2016) page 1 of 2

|  |  |
| --- | --- |
| Contractor’s Name: |   |
| Contractor’s Authorized Agent: | Signature |  | Date |  |
|  | Printed Name |  | Title |  |
| Witness: | Signature |  | Date |  |
|  | Printed Name |  | Title |  |

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

Contractor Certifications Required by North Carolina Law (Rev. 8/2016) page 2 of 2

**State Grant Certification - No Overdue Tax Debts**

Instructions: **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.”

MS&NCD Form 0008

Eff. July 1, 2005

Revised July 18, 2006, 7/07, 8/09, 9/11

**Exclusion of Certain Individuals and Entities from Participation**

**in**

**Medicare and State Health Care Programs**

**CERTIFICATION**

**Purpose**

In compliance with 42 U.S. Code §1320a-7, Exclusion of Certain Individuals and Entities from Participation in Medicare and State Health Care Programs, the Secretary shall exclude persons or entities who have engaged in fraud, waste, or abuse or certain other types of offenses defined by Federal Law from participating in all Federal Healthcare Programs, including Medicare, Medicaid, and other Federal health care programs as mandated by federal law, including without limitations, Section 1128 and 1156 of the Social Security Act [42 U.S.C 1320a-7] and regulations promulgating these laws.

**Implementation**

Vendors/subrecipients supporting the NC DHHS must certify that none of their employees supporting the NC DHHS under any NC DHHS procurement, contract, grant or subaward, have been excluded from participating in all federal healthcare programs, including Medicaid, Medicare and other federal healthcare programs as mandated by federal law.

Vendors/subrecipients must verify, on a monthly basis, throughout the performance of their contract or subaward, by checking the U.S. Department of Health and Human Services (DHHS), Office of the Inspector General’s at <https://oig.hhs.gov/exclusions/exclusions_list.asp> or by checking the Federal Systems for Award Management (SAM) at <https://sam.gov/SAM/pages/public/searchRecords/search.jsf>

The vendor is required to verify the information monthly and certify annually that none of their employees supporting the NC DHHS via procurement, contract or subaward are excluded or debarred by the Federal Government. This requirement must be met regardless of the dollar value of the contract/subaward.

Should the vendor discover, during the performance of a contract or subaward, that an employee has been excluded or debarred, the vendor must notify the State Division Contract Manager within 24 hours. Service contracts may be terminated if the contractor cannot resolve the exclusion or debarment issue within 15 days of reporting.

Exclusions and debarments range from fraud, kickbacks and other prohibited activities, to conviction of program-related crimes, conviction relating to patient abuse and felony conviction relating to health care fraud. The full listing is available under 42 U.S. Code §1320a-7, Exclusion of Certain Individuals and Entities from Participation in Medicare and State Health Care Programs.

(Federal Exclusion )(9.20.19) page 1 of 2

**Pursuant to 42 U.S. Code §1320a-7, Exclusion of Certain Individuals and Entities from Participation in Medicare and State Health Care Programs,** the undersigned hereby certifies (and annually thereafter certifies) that none of their employees and/or subcontractors supporting the NCDHHS via procurement, contract or subaward are excluded or debarred by the Federal Government. This requirement applies regardless of the dollar value of the contract/subaward.

The contractor/sub-awardee further certifies that should the contractor/sub-awardee discover, during the performance of a contract or subaward, that an employee has been excluded or debarred, the vendor must notify the State Division Contract Manager within 24 hours. Service contracts may be terminated if the contractor cannot resolve the exclusion or debarment within 15 days of reporting.

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

Signature Title

Contractor Name/Company Date

(Federal Exclusion )(9.20.19) page 2 of 2

**Proof of SAM Registration**

Include the proof of registration in this application package.

Contractors can register at: <https://www.sam.gov/SAM/pages/public/index.jsf>

**IRS Tax Exemption Status Letter (Non-Profit)**

Include the letter from the IRS in this application package.

**IRS Tax Exemption Verification Form (Annual) (Non-Profit)**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby state that I am \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of

 (Printed Name) (Title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Organization”), and by that authority duly given

(Legal Name of Organization)

and as the act and deed of the Organization, state that the Organization’s status continues to be designated as 501(c)(3) pursuant to U.S. Internal Revenue Code, and the documentation on file with the North Carolina Department of Health and Human Services is current and accurate.

I understand that the penalty for perjury is a Class F Felony in North Carolina pursuant to N.C. Gen. Stat. § 14-209, and that other state laws, including N.C. Gen. Stat. § 143C-10-1, and federal laws may also apply for making perjured and/or false statements or misrepresentations.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_.

(Day of Month) (Month) (Year)

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

(Signature)

NCDHHS NP1021 IRS Tax Exemption (Rev. 4/2020 COVID)

**CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY (Non-Profit)**

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

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

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby state that I am the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Printed Name) (Title)

of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Organization”), and by that authority

 (Legal Name of Organization)

duly given and as the act and deed of the Organization, state that the following Conflict of Interest Policy

was adopted by the Board of Directors/Trustees or other governing body in a meeting held on

the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_.

 (Day of Month (Month) (Year)

I understand that the penalty for perjury is a Class F Felony in North Carolina pursuant to N.C. Gen. Stat. § 14-209, and that other state laws, including N.C. Gen. Stat. § 143C-10-1, and federal laws may also apply for making perjured and/or false statements or misrepresentations.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_.

 (Day of Month) (Month) (Year)

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

(Signature)

***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

NCDHHS NP1021 Conflict of Interest (Rev. 4/2020 COVID)

**Conflict of Interest Policy Example (Non-Profit)**

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.

1. 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.
2. 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.
3. 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.
4. **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.
5. **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.

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

Approved by:

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

Name of Organization

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

Signature of Organization Official

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

Date

NCDHHS NP1021 Conflict of Interest (Rev. 4/2020 COVID)

**Conflict of Interest Verification (Annual) (Non-Profit)**

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

|  |  |
| --- | --- |
|  |  |
| Name of Organization |  |
|  |  |
| Signature of Contractor’s Authorized Agent | Date |
|  |  |
| Printed Name of Contractor’s Authorized Agent | Title |
|  |  |
| Signature of Witness | Date |
|  |  |
| Printed Name of Witness | Title |

NCDHHS COIV1015 Conflict of Interest Verification (9.19.13)

**Attachment 8**

**DIVISION OF VOCATIONAL REHABILITATION SERVICES**

**VENDOR APPLICATION**

**ROOM AND BOARD FACILITY VENDORS**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| FACILITY NAME: |   |  BED CAPACITY: |   |   |   |
| OWNER: |  |   |  CURRENT TOTAL # RESIDENTS |   |   |
| OWNER ADDRESS: |   |  PRIVATELY OWNED?  |   |   |
| MANAGER/DIRECTOR: |   |  FACILITY OPEN & ACCESSIBLE TO PUBLIC? |   |
|  |  |  |  COMMENTS:  |  |  |  |
|  |  |  |  |  |  |  |  |
| TYPE OF CONTROL:  | Example: Religious; State, County, City, Fraternal, Non-Profit, Proprietary: |   |   |   |
|  |  | Other(Specify): |  |  |  |  |  |
| IS THE ROOM AND BOARD FACILITY ARCHITECTURALLY ACCESSIBLE? (Y/N) |  |   |  |  |  |
| IF NOT, IS THE VENDOR WILLING TO MAKE THE FACILITY ARCHITECTURALLY ACCESSIBLE?  |  |  |   |
| ARE APPROPRIATE MODES OF COMMUNICATION USED FOR ALL PERSONS SERVED BY THE VENDOR/APPLICANT?  |   |
| HAS THE COMMUNITY BEEN NOTIFIED OF THE OPEN ADMISSION POLICY? |  |  |  |  |   |
| HOW HAS THE COMMUNITY BEEN NOTIFIED OF OPEN ADMISSION POLICY? |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| COMMENTS/EXPLANATION OF ANY "NO" ANSWERS: |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |

REVIEWERS COMMENTS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

VENDOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (SIGNATURE) (TITLE) (DATE)

**Attachment 9**

**DIVISION OF VOCATIONAL REHABILITATION SERVICES**

**Certificate of Nondiscrimination Compliance**



**Attachment 10**

**WORKSOURCE EAST**

**STUDENT HOLIDAY SCHEDULE 2024**

|  |  |  |  |
| --- | --- | --- | --- |
| **OBSERVED STUDENT HOLIDAY** | **DEPART RESIDENTIAL UNIT** | **RETURN TO RESIDENTIAL UNIT** | **RETURN TO CLASS** |
| **New Year’s Day** *Monday* January 1, 2024 |  | Tuesday, January 2, 2024 | Wednesday,January 3, 2024 |
| **M.L. King Jr. Birthday** MondayJanuary 15, 2024 |  |  | Tuesday, January 16, 2024 |
| **\*\*\*Good Friday\*\*\****Friday*March 29, 2024 | Thursday, March 28, 2024 | Monday, April 1, 2024 | Tuesday,April 2, 2024 |
| **Memorial Day** *Monday*May 27, 2024 |  |  | Tuesday, May 28, 2024 |
| **\*\*\*Independence Day\*\*\****Thursday*July 4, 2024 | **GRADUATION**Thursday June 27, 2024 | Sunday, July 7, 2024 | Monday, July 8, 2024 |
| **Labor Day** *Monday* September 2, 2024 |  |  | Tuesday,September 3, 2024 |
| **Veteran’s Day** *Monday*November 11, 2024 |  |  | Tuesday, November 12, 2024 |
| **\*\*\*Thanksgiving\*\*\****Thursday & Friday*November 28 & 29, 2024 | Friday,November 22, 2024 | Sunday, December 1, 2024 | Monday, December 2, 2024 |
| **\*\*\*Christmas\*\*\****Tuesday, Wednesday, Thursday*December 24, 25, 26, 2024 | **GRADUATION**ThursdayDecember 19, 2024 |  |  |
| **New Year’s Day** (2025)Wednesday January 1, 2025 |  | Sunday,January 5, 2025 | Monday,January 6, 2025 |

**\*\*\*NOTE:**

* **Facility classes will end, and lunch will be served at 11:00 am on March 28th and November 22nd.**
* **Students can be picked up at the residential unit after 12:00 pm June 27th & December 19th. Students will be dismissed immediately after graduation.**

**Attachment 11**

**Holiday Schedule for NC State Employees**

|  |
| --- |
| **2024 Holiday Schedule** |
| **Holiday** | **Observance Date** | **Day of Week** |
| New Year’s Day | January 1, 2024 | Monday |
| Martin Luther King, Jr. Birthday | January 15, 2024 | Monday |
| Good Friday | March 29, 2024 | Friday |
| Memorial Day | May 27, 2024 | Monday |
| Independence Day | July 4, 2024 | Thursday |
| Labor Day | September 2, 2024 | Monday |
| Veterans Day | November 11, 2024 | Monday |
| Thanksgiving | November 28 & 29, 2024 | Thursday & Friday |
| Christmas | December 24, 25 & 26, 2024 | Tuesday, Wednesday, & Thursday |

|  |
| --- |
| **2025 Holiday Schedule** |
| **Holiday** | **Observance Date** | **Day of Week** |
| New Year’s Day | January 1, 2025 | Wednesday |
| Martin Luther King, Jr. Birthday | January 20, 2025 | Monday |
| Good Friday | April 18, 2025 | Friday |
| Memorial Day | May 26, 2025 | Monday |
| Independence Day | July 4, 2025 | Friday |
| Labor Day | September 1, 2025 | Monday |
| Veterans Day | November 11, 2025 | Tuesday |
| Thanksgiving | November 27 & 28, 2025 | Thursday & Friday |
| Christmas | December 24, 25 & 26, 2025 | Wednesday, Thursday & Friday |

**Attachment 12**

**Choose One:**

**Option 1: Please use the following word documents below to complete and submit budget**

**OR**

**Option 2: Use the embedded Excel Workbook to complete and submit budget (see the end)**

|  |  |
| --- | --- |
| **Provider:**  |  |
| **Contract Title:** |  |
| **Division Contract Number:** |  |
| **DHHS Open Window System Number:** |  |
| **Contract Dates:** |  |
| **Line Items - *Clearly identify all budgeted items, itemize expendable supplies and equipment.*** | **Amount** | **Budget Justification Narrative - *Provide clear, DETAILED explanations and justifications for all budgeted items.*** |
| **Human Resources** |  |  |
| Salary/Wages (Total Salaries and Wages Carried Forward from Human Resources Detail Worksheet) |   |   |
| Fringe Benefits (Total Fringe Benefits Carried Forward from Human Resources Detail Worksheet) |   |   |
| Other |   |   |
| **Total Human Resources** |  |  |
|   |   |   |
| **Operational Expenses/Capital Outlays** |   |   |
| **Supplies and Materials** |   |   |
| Furniture |   |   |
| Other |   |   |
|   |   |   |
| **Equipment** |   |   |
| Communication |   |   |
| Office |   |   |
| IT |   |   |
| Assistive Technology |   |   |
| Medical |   |   |
| Vehicles |   |   |
| Scientific |   |   |
| Other |   |   |
| Other |   |   |
|   |   |   |
| **Travel** |   |   |
| Provider Staff |   |   |
| Board Members |   |   |
| Other |   |   |
|   |   |   |
| **Utilities** |   |   |
| Gas |   |   |
| Electric |   |   |
| Telephone |   |   |
| Water |   |   |
| Other |   |   |
|   |   |   |
| **Repair and Maintenance** |   |   |
|   |   |   |
| **Staff Development** |   |   |
|   |   |   |
| **Media/Communications** |   |   |
| Advertising |   |   |
| Audiovisual Presentations, Multimedia, TV, Radio Presentations |   |   |
| Logos |   |   |
| Promotional Items |   |  |
| Publications |   |   |
| PSAs and Ads |   |   |
| Reprints |   |   |
| Text Translation |   |   |
| Websites and Web Materials |   |   |
|   |   |   |
| **Rent** |   |   |
| Office Space |   |   |
| Equipment |   |   |
| Furniture |   |   |
| Vehicles |   |   |
| Other |   |   |
|   |   |   |
| **Professional Services** |   |   |
| Legal |   |   |
| IT |   |   |
| Accounting |   |   |
| Payroll |   |   |
| Security |   |   |
|   |   |   |
| **Dues and Subscriptions** |   |   |
|   |   |   |
| **Other** |   |   |
| Audit Services |   |   |
| Service Payments |   |   |
| Incentives and Participants |   |   |
| Insurance and Bonding |   |   |
| Other |   |   |
|   |   |   |
| **Total Operational Expenses/Capital Outlays** |  |   |
|   |  |   |
| **Total Budget Proposed Budget** |  |   |

 **Total Salaries and Wages - Human Resources Detail Worksheet**

|  |  |
| --- | --- |
| **Provider:**  |  |
| **Contract Title:** |  |
|  **Division Contract Number:** |  |
| **DHHS Open Window System Number:** |  |
| **Contract Dates:** |  |
| **Salaries and Wages (Provide requested information for each budgeted position)** |
| **Staff Title** | **FTE's (Full Time Equivalents)** | **Hourly Rate** | **Annual Rate** | **or** | **Annual Salary** | **Months Employed** | **Percent** | **Salaries and Wages** |
| **(Provide title of position and brief description of responsibilities for each staff position budgeted)** | **($ amount per hour)** | **($ amount per year)** |  | **If using hour rate, do NOT repeat by entering annual salary.** | **(Months employed during this contract term)** | **(Percent of Time to be applied to this contract term)** |  |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |
| **Total Salaries/Wages (Enter total salaries and wages amount on page one - Line Item Budget** |  |   |   |   |   |   |   | $0.00  |

**Total Fringe Benefits - Human Resources Detail Worksheet**

|  |  |
| --- | --- |
| Provider:  |   |
| Contract Title: |   |
| Division Contract Number: |   |
| DHHS Open Window System Number: |   |
| Contract Dates: |   |
| **Fringe Benefits - (provide a rate, base and method of computation for each position/expense)** |
| **Position Title** | **FICA** | **Retirement/ 401 K** | **Health/ Medical Insurance** | **Unemployment Insurance** | **Worker's Compensation Insurance** | **Other (provide details)** | **Total Fringe Benefits** |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
| **Total Fringe Benefits** |  |  |  |  |  |  |  |

**Option 2**: Select the Excel Icon below to open a workbook to complete the required budget.

