

**Attachment A**  
**General Terms and Conditions**  
**State Department-Sponsored Center**  
**Federal Government-Sponsored Center**

**Relationships of the Parties**

**Subcontracting:** The sponsored center shall not subcontract any of the work contemplated under this contract without prior written approval from the Institution. Any approved subcontract shall be subject to all conditions of this contract. The sponsored center shall be responsible for the performance of all of its subcontractors.

**Beneficiaries:** Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Institution and the named sponsored center. 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 Institution and sponsored center that any such person or entity, other than the Institution or the sponsored center, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

**Termination**

**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 Institution.

**Health Insurance Portability and Accountability Act (HIPAA):** The sponsored center agrees that, if the Institution 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 Institution may require to ensure compliance.

**Executive Order # 24:** "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or sponsored center ( i.e. architect, bidder, sponsored center, construction manager, design professional, engineer, landlord, offeror, seller, subcontractors, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This

prohibition covers those vendors and sponsored centers who have a contract with a governmental agency; or have performed under such a contract within the past year; or anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and sponsored centers are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and sponsored centers should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

**Confidentiality**

**Confidentiality:** Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the sponsored center under this contract shall be kept confidential and not divulged or made available to any individual or organization without the prior written approval of the Institution.

**Data Security:** The sponsored center 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 sponsored center shall report a suspected or confirmed security breach to the Institution's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the sponsored center 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 sponsored center is to notify the Institution contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the sponsored center.

**Cost Borne by Sponsored center:** If any applicable federal, state, or local law, regulation, or rule requires the Institution or the sponsored center to give affected persons written notice of a security breach arising out of the sponsored center's performance under this contract, the sponsored center 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 Institution. 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.

## Miscellaneous

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

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

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

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

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

**Care of Property:** The sponsored center 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 Institution for loss of, or damage to, such property. At the termination of this contract, the sponsored center shall contact the Institution for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the sponsored center 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.