**REQUEST FOR APPLICATIONS**

**North Carolina Department of Health and Human Services**

**COVID-19 Support Services Program**

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| RFA Posted | Friday, July 31, 2020 |
| Questions Due | Monday, August 3, 2020 by 2:00 pm |
| Applications Due | Friday, August 7, 2020 by 5:00 pm |
| Anticipated Notice of Award | Wednesday, August 13, 2020  |
| Anticipated Performance Period | August 14, 2020 through December 30, 2020 |
| Service | Provision of Support Services for Individuals in Isolation or Quarantine Due to COVID-19  |
| Issuing Agency | North Carolina Department of Health and Human Services |
| E-mail Applications and Questions to | Amanda Van Vleet | Email | Amanda.VanVleet@dhhs.nc.gov |

**THIS REQUEST FOR APPLICATIONS (RFA)** advertises the Department’s need for the services described herein and solicits applications offering to provide those services pursuant to the specifications, terms and conditions specified herein. All applications received shall be treated as offers to contract. If the Department decides to accept an application, an authorized representative of the Department will sign in the space provided below. Acceptance shall create a contract that is effective as specified below.

**THE UNDERSIGNED HEREBY SUBMITS THE FOLLOWING APPLICATION AND CERTIFIES THAT:** (1) he or she is authorized to bind the named Contractor to the terms of this RFA and Application; (2) the Contractor hereby offers and agrees to provide services in the manner and at the costs described in this RFA and Application; (3) this Application shall be valid for 60 days after the end of the application period in which it is submitted.

**To Be Completed By Contractor:**

|  |  |
| --- | --- |
| Contractor Name: | EIN Number: |
| Contractor’s Street Address: | E-Mail Address:  |
| City, State & Street Address Zip: | Telephone Number: |
| Name & Title of Authorized Representative: | DUNS Number: |
| Signature of Authorized Representative: | Date: |

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

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

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**Section A. Introduction**

**1.0 Background and Introduction**

The Department of Health and Human Services (the Department) is responsible for ensuring the health, safety, and well-being of all North Carolinians, providing health and human service needs for special populations and helping poor North Carolinians achieve self-sufficiency and resiliency. The Department touches the lives of most North Carolinians from birth to older age. Thus, the health, safety and welfare of North Carolina’s residents is paramount to the Department’s COVID-19 response.

As North Carolina moves ahead with easing restrictions and supporting economic recovery, the Department has put together a comprehensive Testing, Tracing, and Supports strategy to meet the needs of North Carolinians across the State. The Department conducts testing to identify and track who has COVID-19 and works to increase testing capacity. It also supports the core work of local health departments to conduct contact tracing, identifying who has been exposed when someone tests positive. The Department intends to provide a specified array of Support Services (see Appendices A and B) to individuals impacted by COVID-19 who require these supports to quarantine or isolate safely and effectively. These Support Services will be funded through North Carolina Coronavirus Aid, Relief, and Economic Security (CARES) Act funding, as appropriated to the Department in H.B. 1043. Support Services will be available in a targeted set of priority counties defined by the Department based on high rates of COVID-19 cases and located in four target regions (see Appendix C). The Department intends to contract with one or more Support Service Vendors (Contractors) to cover the four target regions in total. The Contractors must have an understanding of the local communities they serve and help manage and pay community-based organizations (CBOs) that will provide Support Services in the priority counties.

The Department recognizes that COVID-19 highlights and exacerbates persistent health disparities in our communities. To effectively reach populations that have been historically marginalized, health equity must be integrated into every aspect of our state’s approach to combatting COVID-19, including the provision of Support Services included in this RFA to individuals in quarantine or isolation.

**2.0 Purpose**

The purpose of this RFA is to provide Support Services to individuals to assist them with safely and effectively isolating or quarantining due to COVID-19. Due to the urgent need to respond rapidly to the increased rate of infections in North Carolina, and in the sole discretion of the Department, contracts will be awarded to one or more qualified organizations. The Department reserves the right to award none, one, or more contracts under this RFA.

**3.0 Eligibility**

**3.1 Eligibility of Applicants for This RFA**

Applications are invited from all organizations except for-profit entities that can provide required services to the target audience. Additionally, to be eligible for this RFA, the applicant must have successfully established relationships in the priority counties to carry out the required services and past demonstrated experience in outreach services.

Potential applicants must have the administrative capacity and financial stability to administer the funds if awarded as evidenced by their most recent financial statement/audit. Recipients of funds must follow all applicable federal, state, and local regulations, including CARES Act policies and regulations.

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

**3.1 Eligibility Determination and Referral Process of Individuals for Support Services**

To be eligible for Support Services, individuals must first be identified by a medical professional or a state or local public health official (collectively referred to in this RFA as health care professionals) as needing to quarantine or isolate because the individual:

1. Tested positive for COVID-19,
2. Is waiting the results of a COVID-19 test,
3. Was exposed to someone who has tested positive for COVID-19, or
4. Needs to do so as a precautionary measure because the individual is in a high-risk group (e.g. over 65; suffers from underlying health conditions, such as respiratory or chronic disease or compromised immunities).

When a health care professional identifies an individual who should quarantine or isolate and requires Support Services to do so safely and effectively, the health care professional may refer these individuals to an entity and individual that will be responsible for supporting the individual throughout their quarantine or isolation period and ensuring they receive Support Services for which they are eligible. Individuals that may play this role will be either a Community Health Worker (CHW) or a Local Health Department (LHD) team member.

The CHW or an LHD team member responsible for coordinating Support Services throughout quarantine or isolation will perform a needs assessment, determine eligibility for Support Services, make a support plan, refer individuals to organizations that can provide Support Services, and monitor the individual’s needs throughout the isolation or quarantine period. These responsibilities will be detailed by the Department.

Individuals must attest to certain criteria to be eligible for the Support Services. To receive any of the Support Services identified in this RFA, the individual must attest that he or she lives in a geographic service area where he or she is eligible to receive Support Services as defined by this RFA, has been directed by a health care professional to quarantine or isolate, will only be able to safely and effectively quarantine or isolate with one or more of the social supports, does not have alternative means of accessing the social supports, and agrees to remain in quarantine or isolation for the entire length of time he or she is directed to do so.

In addition to the above criteria, individuals must attest to certain criteria to be eligible for specific services. For example:

1. To be eligible for a COVID relief payment, the individual must attest that he or she: does not have access to financial support during the quarantine or isolation period; will use the funds for basic living expenses to support isolation or quarantine; will keep receipts from expenditures for which the COVID relief payment was used; and could be required to pay back the COVID relief payment if he or she does not comply with quarantine or isolation requirements or spends the COVID relief payment on anything other than basic living expenses to support isolation or quarantine.
2. To be eligible for medication delivery, the individual must attest that any medication to be delivered has been authorized by physician’s order or medical professional.
3. To be eligible for a support service at the Family-Level, the individual must attest that he or she lives in the same household with one or more family members who also require Support Services.

Individuals may receive Support Services for up to 14 days beginning the day their needs assessment takes place. Individuals may receive Support Services beyond 14 days if a health care professional verifies the individual’s need for additional time in quarantine or isolation. If an individual originally attested that he or she did not need a Support Service but later requests it, he or she is eligible for that Support Service at any point in time during the quarantine or isolation period if he or she attests to all applicable eligibility criteria. Individuals may receive Support Services other than a COVID relief payment more than once if needed during their quarantine or isolation period. If an individual lives in a geographic service area where Support Services are covered but chooses to isolate in a county that is not part of the geographic service area (for example, with a relative in the neighboring county), he or she remains eligible for Support Services to the extent the CHW/LHD team member and any community-based organization providing the Support Services, including potentially the Contractor, can reach the individual.

**4.0 Award Information**

The total award amount will not exceed $17 million. The majority of the award will be used to pay for the delivery of Support Services. Up to $2 million of the total award amount is designated for applicants’ operational costs. The amount designated for operational costs will be divided amongst the total (one or more) awardees and will serve as a cap on the total amount an awardee will be reimbursed for its operational costs throughout the contract period.

All applications received by the declared deadline will be forwarded to the RFA review committee. Committee members review, score, and rank the applications. The review panel for this RFA is composed of qualified, professional individuals who have been selected for their unique experiences relating to the program/services/project. When the review panel has completed its evaluations, the panel will make recommendations.

When determining final award decisions, the Department will consider overall factors involving Provision of Support Services; Managing Invoicing, Reimbursement, and Reporting; Communication and Collaboration; and Geographic Service Area.

The final decision on funding entities rests with the Department Secretary or Designee.

After qualified applications are evaluated, all agencies approved for funding will be notified on or before August 14, 2020.

Applicants may be required to reduce the scope of work and budget to reflect the actual amount of funds available. The notification will include the amount of funding available as well as any contract instructions should the applicant accept the level of funding offered.

**5.0 Source of Funds**

Grant: Coronavirus Aid, Relief, and Economic Security (CARES) Act

Federal Fiscal Year: 2020

CFDA Number: 21.019

CFDA Name: Coronavirus Relief Fund (CRF)

**6.0 Federal Funding Accountability and Transparency Act (FFATA)**

In compliance with the Federal Funding Accountability and Transparency Act (FFATA) for federal awards greater than $25,000, the Applicant shall complete Appendix J (FFATA) Data Reporting Requirements related to executive compensation and return with the signed contract.

**7.0 Definitions, Acronyms, and Abbreviations**

* 1. **Community-Based Organization (CBO):** A public or private organization that is representative of a community or a significant segment of a community and works to meet community needs.
	2. **Community Health Worker (CHW):** A frontline public health worker who is a trusted member of, and has an unusually close understanding of, the community served. This trusting relationship enables the worker to serve as a liaison, link, and intermediary between health and social services and the community to facilitate access to services and improve the quality and cultural competence of service delivery; a community health worker also builds individual and community capacity by increasing health knowledge and self-sufficiency through a range of activities such as outreach, community education, informal counseling, social support and advocacy.
	3. **Family-level Services:** Support Services provided in a quantity to support the individual and the family in his or her household.
	4. **Geographic Service Area**: The geographic area in which the Support Services Vendor (Contractor) provides Support Services. The Geographic Service Area must be comprised only of Priority Counties.
	5. **Health Care Professional** means an individual who can confirm a person’s need to quarantine or isolate. A health care professional may be a medical professional (such as a doctor or nurse) or state/local public health official (such as a case investigator or contact tracer).
	6. **Historically Underutilized Business:** Defined in NCGS 143-128.4 and summarized here. The term means a business that meets all of the following conditions:
		1. At least fifty-one percent (51%) of the business is owned by one or more persons who are members of at least one of the following groups: Black, Hispanic, Asian American, American Indian, Female, Disabled, Disadvantaged; or in the case of a corporation, at least fifty-one percent (51%) of the stock is owned by one or more persons who are members of at least one of these groups.
		2. The management and daily business operations are controlled by one or more owners of the business who are members of at least one of the groups listed in (f.i).
	7. **Individual-Level Services:** Support Services provided in a quantity to support the individual.
	8. **Isolation:** The separation of people who are sick from those who are well. People who have tested positive for COVID-19 in North Carolina are in isolation.
	9. **NCCARE360**: Statewide technology infrastructure and coordinated community networks uniting health care and human services through a statewide resource directory, a community resource repository and a shared technology platform that enables health care and human service providers to send and receive secure closed-loop electronic referrals, communicate in real-time, securely share client appropriate information and track outcomes.
	10. **Priority County:** A county in North Carolina that the Department has selected due to high case rates of COVID-19, in which its residents may be eligible for Support Services.
	11. **Quarantine:** The separation and restriction of the movement of people who were exposed to a contagious disease, such as COVID-19, to see if they become sick. These people may have been exposed to a disease and do not know it, or they may have the disease but do not show symptoms.
	12. **Support Services:** The services included in Appendices A and B of this RFA that are funded by CARES funding.
	13. **Support Services Program:** The program defined in this RFA in which the Support Services Vendor (Contractor) accepts referrals for and delivers Support Services to individuals in quarantine or isolation in the Department’s Target Service Area.
	14. **Support Service Vendor:** A Contractor to be procured as a result of this RFA.
	15. **Target Region:** A collection of Priority Counties.
	16. **Target Service Area:** The collection of all Target Regions that the Department has selected due to high case rates of COVID-19, in which its residents may be eligible for Support Services.
	17. **CHW:** Community Health Worker
	18. **LHD:** Local Health Department
	19. **RFA:** Request for Application

**8.0 State Contract and Provisions and Certifications**

By signing the RFA, which becomes the contract, and during the performance of this contract, the Agency agrees as follows:

1. **09 NCAC SUBCHAPTER 03M-UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE**
	* 1. The rule in this subchapter establishes the requirements for non-state entities that receive, hold, use or expend State funds must ensure the uniform administration of state financial assistance by all State agencies, recipients, and subrecipients.
2. **Reporting Requirements**
	* 1. The Division has determined that this is a contract for financial assistance, and therefore is subject to the reporting requirements described on the Notice of Certain Reporting and Audit Requirements. Regulations and Reporting Requirements of N.C. General Statute 143C-6-21; 143C-6-22; and 143C-6-23 can be found at ncgrants.gov.
3. **Conflict of Interest Policy**
	* 1. The Division has determined that this contract is a financial assistance contract. The Contractor shall file with the Division, a copy of the Contractor’s policy addressing conflicts of interest that may arise involving the Contractor’s management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Contractor’s employees or members of its board or other governing body, from the Contractor’s disbursing of state funds and shall include actions to be taken by the Contractor or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the Division may disburse the grant funds. (N.C.G.S. 143C-6-23(b)(2007))
4. **Statement of No Overdue Tax Debts**
	* 1. Contractor’s sworn written statement pursuant to N.C.G.S. 143C-6-23(c), stating that the
		2. Contractor does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, state, or local level. The Contractor acknowledges that the written statement must be filed before Division may disburse the grant funds.
5. **Internal Revenue Tax Exemption Letter**
	* 1. Contractors claiming exempt status must attain a letter affirming that the IRS recognizes your organization's tax-exempt status under Code section 501.
6. **Indirect Cost Rate**
	* 1. Financial assistance awards permitting indirect cost must include a copy of the contractors Federally approved indirect cost rate.
7. **North Carolina Department of the Secretary of State**
	* 1. Contractors doing business with the State of North Carolina must be properly incorporated and authorized to do business in the State of North Carolina (<http://www.sosnc.com/>).
8. **Audit Requirements**
	* 1. Please be advised that successful Contractors may be required to have an audit in accordance with G. S. 143-6.2 as applicable to the agency or organization’s status.
9. **State Certification**
	* 1. Contractor must complete and sign in blue ink State Certification Form

**9.0 Federal Contract Provisions and Certifications**

1. New **Uniform Guidance OMB 2 CFR Part 200**
	* 1. The Agency shall comply with the following statutes and implementing regulations as applicable from the Office of Management and Budget (OMB) guidance now streamlined in 2 CFR Part 200. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, published by the U.S. Office of Management and Budget on December 26, 2013, provides a single set of cost, audit and administrative requirements for all entities receiving federal funding. These federal requirements, referred to as “the Omni-Circular”, supersede and replace a collection of OMB circulars that governed different aspects of federal funds administration and applied to different types of federal grantees: OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133
2. **Omni-Circular Section 200.331 Requirements for Pass-Through Entities**
	* 1. The Division and all pass-through entities must ensure that every subaward is clearly identified to the subrecipient
		2. as a subaward and disclose pass-through requirements at the time of the subaward as provided under Omni-Circular Section 200.331.
3. **Federal Funding Accountability and Transparency Act (FFATA)**
	* 1. The Federal Funding Accountability and Transparency Act requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains information on all federal spending awards, which is www.USASpending.gov. The Transparency Act prescribes specific pieces of information to be reported. The Division must provide this data on eligible subawards. Contractors meeting the FFATA requirements are required to complete the FFATA report and submit to the Division when requested. A subrecipient of federal funds, each selected grant recipient will be required to provide certain information required by the Federal Funding Accountability and Transparency Act (FFATA), including the organization’s DUNS number. Please see <https://fedgov.dnb.com/webform> for free registration. Additional information about FFATA is available at <https://www.fsrs.gov/>
4. **Consolidated Federal Certifications**
	* 1. Agencies or organizations receiving Federal funds will be required to execute Federal Certifications regarding Non-discrimination, Drug-Free Workplace, Environmental Tobacco Smoke, Debarment, Lobbying, and Lobbying Activities. Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. (a) The prospective lower tier participant (the Agency) certifies, by submission of this contract proposal, 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 Federal Agency. (b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
		2. A copy of the Federal Certifications is included in this RFA for your reference (see Appendix I). Federal Certifications should be signed or returned with the application.
5. **Federal Contract Registration Requirements and Systems**
	1. All agencies must register their organization in (SAM) System for Award Management. Obtaining a Data Universal Number System (DUNS) number is the first step prior to registering your organization in SAM. The follow link will walk you through the process of obtaining a DUNS number. <http://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html>
	2. After receiving a DUNS number, the Agency can register in (SAM) System for Award Management, the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. <https://www.sam.gov/portal/SAM/#1>. When Registering with SAM, you will complete your CCR (Central Contractor Registration). The CCR Form is required to be submitted with the FFATA (Federal Funding Accountability and Transparency Act) form. Total compensation will be identified from you CCR information. Please refer the FFATA Manual
	3. <https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf>
	4. Agencies may also be required to report their contract expenditures in the (ESRS) Electronic Subcontracting Reporting System: <https://www.esrs.gov/>

**Should any of the contractor’s documentation/certification changes under State/Federal Provisions change after the execution of the contract, contractor shall inform the Division immediately and provide the necessary updated documentation.**

**Section B. Programmatic Requirements**

Upon award, the Contractor shall provide the services as described in the Scope of Work below. The Contractor agrees to abide by all applicable State, Federal, and Medicaid laws, regulations, rules, policies, and procedures.

**1.0 Provision of Support Services**

**1.1 Covered Services**

1. The Contractor shall provide, or subcontract with CBOs to provide, all of the Support Services described in Appendices A and B to eligible individuals and their families, if applicable, except that the Contractor may not sub-contract for the delivery of the COVID relief payment Support Service, as described in 1.2(b)(c).
2. If an individual is eligible for Support Services and does not have family members in his or her household or does not have family members in his or her household in need of Support Services during the individual’s quarantine or isolation, the Contractor shall provide the individual with Individual-Level Services listed in Appendix A.
3. If an individual is eligible for Support Services and does have family members in their household in need of Support Services during the individual’s quarantine or isolation, the Contractor shall provide the individual with Family-Level Services listed in Appendix B and Individual-Level Services listed in Appendix A if no Family-Level Service is available.
4. If multiple family members in the same household are required to isolate or quarantine and are in need of and eligible for Support Services, the Contractor shall provide only one family member with Family-Level Services listed in Appendix B. The Contractor must provide all other family members quarantining or isolating in need of and eligible for Support Services Individual-Level Services listed in Appendix A.

**1.2 Service Delivery**

1. Receiving Referrals:
	1. The Contractor shall use [NCCARE360](https://nccare360.org/) to accept electronic referrals to the extent that the Contractor and the entity initiating the referral have the capability to send and receive electronic referrals. Onboarding onto NCCARE360 is strongly encouraged, but not required, for this contract.
	2. If the Contractor and the entity initiating the referral do not have the capability to send and receive electronic referrals on NCCARE360, the Contractor shall accept referrals via another method such as telephone or secure e-messaging system.
	3. The Contractor must be able to receive and use information in the referral to provide the appropriate service, including knowing which Support Service to provide, whether at an Individual-Level or Family-Level and to whom at what location.
2. Delivering Services:
	1. The Contractor shall begin delivering services to eligible individuals and their families, if applicable, based on referrals from CHWs/LHD team members within fourteen (14) calendar days of contract award.
	2. The Contractor shall deliver services based on guidelines in the COVID-19 Quarantine and Isolation Support Services Reimbursement Rates (Appendices A and B).
	3. The Contractor shall deliver the COVID relief payment as defined in the COVID-19 Quarantine and Isolation Support Services Reimbursement Rates (Appendices A and B) and shall not subcontract for the delivery of this service.
	4. The Contractor shall make every effort to provide the recommended Support Service(s) to the individual and family, if applicable, within 24 hours of receiving a referral, but must provide the service(s) within 72 hours of receiving a referral.
	5. The Contractor shall be intentional in providing Support Services in a culturally and linguistically appropriate manner to individuals and families most in need and place particular effort on ensuring populations disproportionately impacted by COVID-19, such as African American/Black, LatinX/Hispanic, Native American/American Indian, Immigrant, and Refugee populations receive Support Services in a way that meets their needs.

**1.3 Administration and Subcontractor Management**

1. The Contractor shall not be a for-profit entity.
2. The Contractor may subcontract with any type of organization, including but not limited to, non-profit, for-profit, or government organization.
3. The Contractor shall be responsible for providing or subcontracting with CBOs to provide all Support Services listed in the COVID-19 Quarantine and Isolation Support Services Reimbursement Rates to the extent feasible (Appendices A and B).
4. The Contractor may subcontract with CBOs that the Contractor determines and documents as well-positioned to deliver Support Services, in accordance with any contract resulting from this RFA, to individuals in quarantine or isolation.
5. The Contractor is strongly encouraged to subcontract with Historically Underutilized Businesses.
6. The Contractor is expected to target its subcontracting to a select set of organizations based on their capacity to deliver high-quality Support Services quickly to the community and comply with all contractual requirements.

**1.4 Communication and Collaboration**

1. The Contractor shall have a demonstrated understanding of the local community and the needs of its populations.
2. The Contractor shall provide culturally and linguistically appropriate services to individuals (e.g. interpreters or technology-assisted interpreter solution; sign language services).
3. The Contractor shall ensure all personnel are comprehensively trained to perform their duties in accordance with this RFA, including but not limited to cultural sensitivity.
4. Whenever possible, Contractor staff should represent the communities served.
5. The Contractor shall collaborate with organizations, including CHW organizations and LHDs, that employ individuals who are assigned to support and coordinate referrals for individuals who are quarantining and isolating.
6. The Contractor shall develop and distribute communications to key stakeholders, including CHW organizations and LHDs regarding which community-based organizations in addition to itself it has selected to provide Support Services. The contractor shall keep this list up-to-date and communicate updates to these stakeholders as needed or on a timeline specified by the Department.
7. The Contractor shall send all materials to the Department for review and guidance prior to use.

**1.5 Geographic Service Area**

1. The Contractor must be located in North Carolina.
2. The Contractor shall define the geographic service area in which it provides Support Services, subject to Department approval. The Contractor’s geographic service area must be within the Target Service Area.
3. The Contractor is strongly encouraged to cover all counties in one Target Region (see Appendix C) as its geographic service area.
4. The Contractor may propose to cover multiple Target Regions as long as the Contractor demonstrates meaningful understanding of the local communities it will serve.
5. The Department and Contractor maintain the flexibility through mutual agreement to adapt Priority Counties, Target Regions, the Target Service Area and the Contractor’s geographic service area as the COVID-19 pandemic and areas of North Carolina with high case rates change.
6. The Contractor shall not be obligated to provide Support Services outside of its geographic service area.

**2.0 Reporting Requirements**

The Contractor shall report the following information to the Department by the 10th day of each month following the month in which services were provided:

1. For each individual served, to the extent that it is provided on the individual’s attestation form received by a CHW or LHD team member:
	1. Legal name
	2. Date of birth;
	3. Primary language;
	4. Race;
	5. Ethnicity;
	6. Zip code of residence;
	7. County of residence;
	8. Number of family members served;
	9. Number and units of each type of Support Service provided.
2. Completed Appendix F

The Contractor shall provide a final report to the Department by January 15, 2021 summarizing successes, barriers, and lessons learned, including stories of individuals who received services as illustrations of each. The Contractor agrees that it will file and submit its final report summarizing successes, barriers, and lessons learned, including stories of individuals who received services as illustrations of each (see Appendix G) to Amanda Van Vleet at Amanda.VanVleet@dhhs.nc.gov no later than January 15, 2021 or within thirty (30) days of final expenditure date, whichever is earlier.

The above noted report shall include Contractor and subcontractor reporting information related to the above noted quantitative results and accomplishments. The Contractor and any subcontractor agree that all reported program activity and results shall be subject to review and authentication by the Department, and the Contractor will provide access to work papers, receipts, invoices and reporting records, if requested by the Department, as the Department executes any internal audit responsibilities.

**3.0 Finances, Invoices, and Reimbursement Requirements**

**3.1 Reimbursement from the Department to Contractor for Support Services Delivered**

1. To obtain reimbursement for Support Services delivered, the Contractor shall populate and submit a monthly invoice, using a standard template provided by the Department (see Appendix H).
2. The Contractor shall submit each monthly invoice within ten (10) calendar days following the end of the month to which the invoice pertains.
3. The Department shall reimburse the Contractor retrospectively on a monthly basis for Support Services delivered by the Contractor and its subcontractors during that month.

**3.2 Reimbursement from the Contractor to Subcontractors for Support Services Delivered**

1. The Contractor shall collect invoices from sub-contractors and reimburse subcontractors for the delivery of Support Services as detailed in the invoices.
2. The Contractor shall design and implement its invoicing and reimbursement processes with subcontractors, leveraging the standard template provided by the Department (Appendix H), to ensure the Contractor is able to submit comprehensive monthly invoices to the Department that sufficiently detail all Support Services provided.
3. The Contractor may provide prospective payment to subcontractors to the extent it is judged necessary to enable provision of Support Services. In this situation, the Contractor shall collect line-item detail from subcontractors on expenditures or Support Services delivered using pre-paid funds and execute a reconciliation process to ensure the subcontractor ultimately receives reimbursement only for actual Support Services delivered.
4. The Contractor must document the pre-paid and reconciled expenditures on the Department’s standardized invoicing template (Appendix H) when submitting invoices to the Department.

**3.3 Operational Expenses**

1. The Department shall set aside no more than $2 million to reimburse all contracted Contractors for operational expenses necessary for the Contractors to provide or facilitate Support Services. The amount designated for operational costs will be divided amongst all contracted Contractors and will serve as a cap on the total amount an awardee will be reimbursed for its operational costs throughout the contract period.
2. Funds for operational costs can be used to support activities such as identifying and overseeing subcontractors, coordinating with CHWs/LHD team members, executing COVID relief payments (e.g., staff time to execute the payments and mailing costs), and managing invoicing and payment for subcontractors and with the Department.
3. The Department shall provide to the Contractor up to 30% of its Department-approved, capped operational funds within seven (7) calendar days of the Effective Date of the Contract period to assist with start-up costs.
4. The Contractor shall invoice the Department for operational costs using the invoicing template provided by the Department (Appendix H) within ten (10) calendar days following the end of the month to which the invoice pertains. Once the Contractor has exhausted the funds provided in the first payment for start-up costs, the Department will reimburse the Contractor for operational expenses included in invoices up to the Contractor’s cap.
5. The Contractor shall maintain receipts to verify these expenditures if requested by the Department.

**3.4 Expenditure and Invoice Deadlines**

1. The Contractor shall expend all federal funds received as a result of this contract for both Support Services and operational expenses by December 10, 2020.
2. The Contractor shall ensure the Department receives all invoices by December 10, 2020.

**Section C. Request for Application Specifications**

**1.0 How to Apply**

If a Contractor does not follow the instructions set forth herein, the Contractor’s proposal may be eliminated from further consideration. It is the responsibility of the Contractor to submit its proposal in accordance with these instructions by the specified time and date of opening.

The RFA and instructions can be obtained by going to <https://www.ncdhhs.gov/about/grant-opportunities>. Applications must be typed and presented with the same topic headings and in the same order as set forth in Section D of this RFA. All applications must include a cover page. The cover page should include:

* + 1. The applicant’s name and address
		2. Title of the project
		3. Name and contact information of the authorized official of the agency
		4. The website of the agency (if any)

***Applications must be received no later than 5:00 pm, Friday, August 7, 2020.*** Applications received after 5:00 p.m. will be classified as late and will not be considered for funding. ***Hard copy applications will NOT be accepted.*** Each document should be attached as a separate attachment in Word or PDF format in one email. Please send your application via email to:

Amanda Van Vleet, MPH

Associate Director, Innovation

NC Medicaid Strategy Office

North Carolina Department of Health & Human Services

Amanda.VanVleet@dhhs.nc.gov

**2.0.** **Written Questions**

After review of the RFA documents, Contractors may ask questions to clarify or interpret the request in order to submit the best response possible. Contractors shall submit any questions via email by 2:00 pm on Monday, August 3, 2020 to Amanda Van Vleet at Amanda.VanVleet@dhhs.nc.gov. Contractors should enter “Support Services Program RFA Questions” as the subject for the email. Question submittals should include a reference to the applicable RFA section, including page number, and be submitted in the format shown below:

|  |  |
| --- | --- |
| **Reference** | **Contractor Question** |
| RFA Section, Page Number | Contractor question…? |

The Department intends to respond to inquiries/questions on Wednesday, August 5, 2020. The State reserves the right to award contract(s) without considering or responding to any or all of the questions.

**3.0 Application Selection and Scoring**

The Department will first review the Contractor’s submission to confirm it meets the requirements of Section C 1.0 How to Apply and Section D Application Contents and Instructions. Failure to meet these requirements may deem the Contractor’s application ineligible for further consideration. The Department reserves the right to waive any minor informality or technicality in application received.

Upon confirmation that Contractor’s proposal meets the submission and response requirements as set forth in Section C 1.0 and Section D, the Department will review and evaluate the Contractor’s proposal using the Best Value procurement method as permitted by N.C.G.S. §§ 143-135.9(a)(1). A trade-off/ranking method of source selection will be utilized in this procurement to allow the State to award this contract to the Contractor or Contractors providing the Best Value to the State, recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when price is considered with or traded-off against non-price factors.

An evaluation/selection committee will review and score all applications received by 5:00 pm on Friday, August 7, 2020. The evaluation/selection panel for this RFA is composed of qualified, professional individuals who have been selected for their unique experiences relating to the program/services/project. When the evaluation/selection panel has completed its reviews, the panel will make recommendations. The evaluation/selection committee will score applications on the best value approach based upon the following criteria:

**3.1 Evaluation Criteria**

Contractor proposals will be evaluated in accordance with the following criteria listed in descending order of importance:

1. Provision of Support Services: A clear plan to, and demonstrated experience with: (1) ensuring the provision of the full range of Support Services listed in Appendices A and B in a quick turnaround time either through direct service delivery or through subcontractors, and (2) working with populations disproportionately impacted by COVID-19, such as African American/Black, LatinX/Hispanic, Native American/American Indian, Immigrant, and Refugee populations.
2. Managing Invoicing, Reimbursement, and Reporting: A clear plan to, and demonstrated experience with, managing invoicing, reimbursement, and reporting processes for subcontractors.
3. Communication and Collaboration: A demonstration of the Contractor’s understanding of the local community and experience with serving diverse populations in a culturally and linguistically appropriate manner. The Department is interested in Contractors that are Historically Underutilized Businesses and/or plan to subcontract with Historically Underutilized Businesses.
4. Geographic Service Area: The geographic service area that the Contractor proposes to serve. The proposed geographic service area must be comprised only of Priority Counties (Appendix C). The Contractor is encouraged to fully cover one Target Region (Appendix C) as its geographic service area.

Award of a contract will be made to the Contractor providing the application that was deemed most advantageous and represented the best value to the Department.

**3.2 Ratings and Definitions**

|  |  |
| --- | --- |
| **Technical and Subcontracting Rating** | **Definition** |
| *Outstanding* | Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths. |
| *Good* | Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength |
| *Acceptable* | Proposal indicates an adequate approach and understanding of the requirements. |
| *Unacceptable* | Proposal does not meet requirements of the solicitation, contains one or more deficiencies, and is not awardable as proposed. |
|  |  |

**3.3 Confidentiality During Evaluation Process**

As provided for in the North Carolina Administrative Code (NCAC), including but not limited to 01 NCAC 05B. 0103, all information and documentation whether electronic, written or verbal relative to the development of a contractual document for a proposed procurement or contract shall be deemed confidential in nature. In accordance with these and other applicable rules and statutes, such materials shall remain confidential until the award of a contract or until the need for the procurement no longer exists. **Any attempt to gain this privileged information, or to influence the evaluation process (e.g. assist in or interfere with the evaluation) will be in violation of purchasing rules, and the proposal will not be further evaluated or considered**.

Each Contractor submitting a proposal (including its representatives, subcontractors, and suppliers or other pilot partners or affiliates) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the General Assembly and Governor’s office), or private entity, if the communication refers to the content of Contractor’s proposal or qualifications, the content of another Contractor’s proposal, another Contractor’s qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposal and/or the award of the contract. A Contractor not in compliance with this provision shall be disqualified from Contract award, unless it is determined in the Department’s sole discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the Department would not be served by the disqualification. A Contractor’s proposal may be disqualified if its subcontractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement until the date of the Contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFA or general inquiries directed to the purchaser regarding requirements of the RFA (prior to proposal submission) or the status of the Contract Award (after submission) are excepted from this provision.

**4.0 Department Reservations**

The Department reserves the right to:

1. Modify the application and budget with the help of the applicant. Items that may be modified include, but are not limited to goals, costs, performance and reporting requirements.
2. Allow or disallow budget amendments during the performance period of project.
3. Monitor the program based on the Department’s monitoring plan.
4. Implement any change or requirement mandated by State or Federal government during the life of the contract.

**Section D. Application Contents and Instructions**

The application from the applicant shall include the following items:

**1.0 Executive Summary (1 page limit)**

Please provide a clear and concise description and purpose of the program. Summarize the major points including: the region(s)/county(ies) to be served, the number of individuals who will be served for the entire contract period, the activities proposed (intensity, duration and content) and who will administer the program. The summary encompasses all the key points necessary to communicate the objectives of the project. It is the cornerstone of the proposal, and the initial impression of the plan. In many cases, the summary is the first part of the proposal package seen by the Department and can play an important role in the acceptance or the denial of the application.

**2.0 Organization Capacity and Qualifications (3 page limit)**

Successful agencies have strong organizational capacity to help achieve their goals. Organizational capacity includes but is not limited to, sound programmatic and fiscal policies and procedures, adequate staff, professional development opportunities, meaningful staff supervision time, engaged board and community stakeholders, sufficient resources, and a strong data and evaluation process.

This section should include, but not be limited to the following (do not mention staff names, only position titles):

1. State the mission of the organization and how it relates to the services outlined in this RFA.
2. Describe the history of your organization within the community and provide evidence that it has the capacity to serve and reach the target population.
3. State if the organization is recognized as a Historically Underutilized Business
4. Who will oversee the administration and supervision of the proposed services and what are their qualifications?
5. Include an organizational chart of your agency showing how the program fits into the organization’s structure
6. Who will be responsible for submitting all financial forms and the individual’s experience with submitting budget modifications and monitoring agency spending?

**3.0 Applicant’s Approach to Provide Services/Project Narrative (10 page limit)**

Explain the relevance of the project. Applicant should detail the tasks and/or services that will be provided. This section should include, but not be limited to the following:

1. **Provision of Support Services:** Provide a clear plan to, and demonstrated experience with: (1) ensuring the provision of the full range of Support Services listed in Appendices A and B in a quick turnaround time either through direct service delivery or through subcontractors, and (2) working with populations disproportionately impacted by COVID-19, such as African American/Black, LatinX/Hispanic, Native American/American Indian, Immigrant, and Refugee populations.
2. **Managing Invoicing, Reimbursement, and Reporting:** Provide a clear plan to, and demonstrated experience with, managing invoicing, reimbursement, and reporting processes for subcontractors.
3. **Communication and Collaboration:** Demonstrate the Applicant and its subcontractors’, if applicable, understanding of the local communities proposed to serve and describe the Applicant and its subcontractors’ experience with serving diverse populations in a culturally and linguistically appropriate manner. State if the Contractor is a Historically Underutilized Businesses. List all sub-contractors that will assist in these efforts and note if any subcontractors are Historically Underutilized Businesses .
4. **Geographic Service Area:** Define the geographic service area to be supported. The organization is encouraged to fully cover one of the four target regions.

**4.0 Scope of Work and Annual Budget (5 page limit)**

Complete the Scope of Work and Annual Budget found in Appendix E for the full contract period. The budget should include the costs of Support Services that the applicant anticipates it and its subcontractors will deliver. The budget should also include anticipated operational costs for itself and its subcontractors. Each budget line item should be necessary, allowable, and reasonable. The budget should indicate a clear relationship with the services provided in this RFA.

**5.0 Required Contractor Documentation**

The following documents found in Appendix I must be completed and included with your agency’s application. These documents must be saved individually and in PDF format.

1. No Overdue Tax Debts form
2. State Certifications
3. Conflict of Interest Acknowledgement and Policy
4. Federal Certifications
5. Proof of IRS Tax-Exemption Verification, if applicable

**Appendix A. COVID-19 Quarantine and Isolation Support Services Reimbursement Rates for Individual**

|  |  |  |
| --- | --- | --- |
| **Service** | **Service Description & Reimbursement Requirements** | **Rate** |
| **Services Available to Individual** |
| Nutrition Assistance: Healthy Food Box – Delivered | * A healthy food box for delivery consists of an assortment of nutritious foods that is delivered to an isolating/quarantining individual’s place of shelter.
* Food selection should generally adhere to Dietary Guidelines for Americans, but is not required to.[[1]](#footnote-1)
* Food selection should include meat/protein and other refrigerated foods.
* Food may be tailored to meet cultural preferences or specific medical needs.
* To receive this reimbursement rate, the healthy food box must constitute sufficient food for 3 meals and two snacks per day for one week (7 days).
* Support Service Vendors and nutrition assistance organizations may establish a proportional amount of food and reimbursement if it is more appropriate to deliver less than one week’s worth of food. For example, if an individual only has two days left in their Q/I period a food box may be delivered with two days’ worth of food at a proportionally lower rate.
* Individuals are eligible for up to 14 days’ worth of food boxes if they isolate or quarantine for up to 14 days. This may be delivered via 2 food boxes that each cover 7 days or a different combination of proportional food boxes and reimbursements.
 | $90.04/food box |
| Nutrition Assistance: Healthy Meal – Delivered | * A healthy, home-delivered meal consists of a hot, cold, or frozen meal that is delivered to an isolating/quarantining individual’s place of shelter.
* Meals should generally adhere to Dietary Guidelines for Americans, but is not required to.[[2]](#footnote-2)
* Meals may be tailored to meet cultural preferences or specific medical needs.
* This reimbursement rate is for one meal. Individuals are eligible for up to 3 meals per day.
 | $4.87/meal |
| Nutrition Assistance: Medically-Tailored, Delivered Meal | * A medically-tailored, delivered meal must be targeted to a specific disease or condition and developed in accordance with nutritional guidelines established by the National Food is Medicine Coalition[[3]](#footnote-3) or other appropriate guidelines.
* Medically-tailored meals generally include an evaluation with a Registered Dietitian Nutritionist or Licensed Dietitian Nutritionist to assess and develop a medically-appropriate nutrition care plan and the preparation and delivery of the prescribed nutrition care regimen.
* Food may be tailored to meet cultural preferences.
* This reimbursement rate is for one meal. Individuals are eligible for up to 3 meals per day.
 | $5.05/meal |
| COVID Relief Payment | This service is a one-time disaster relief payment provided to the isolating/quarantining individual in response to the federally-declared COVID-19 public health emergency.[[4]](#footnote-4) The intent of the payment is to assist the individual in meeting their basic living expenses such as housing, food, utilities, medical costs, child care costs, and household bills.The Support Service Vendor is responsible for managing this service. | $400/individual  |
| Private Transportation | Provision of private transportation through one or more of the following services: (a) community transportation options (e.g., locally organized), (b) direct transportation by professional, private or semi-private vendor, or (c) account credits for taxis/ridesharing apps.Transportation is permissible to/from: (a) non-congregate shelter, (b) medical visits, (c) sites to acquire food (if delivery is not feasible), and (d) testing sites.Rides must be provided in a safe manner, with both the driver and passenger wearing masks, cleaning employed between each rider, and, when applicable, with a service provider that has explicitly agreed to provide rides to a potentially or confirmed COVID-19 positive individual. The Support Service Vendor is responsible for ensuring that it or the sub-contractor providing this service tracks and manages the per ride and per individual payment caps.  | $50 cap per ride, $200 cap per individual |
| Medication Delivery | Delivery of prescription medication(s) to isolating/quarantining individual at their place of shelter. Reimbursement is for the delivery of the medication (not the medication itself) and may be directed to a pharmacy that mails or directly transports a medication to an individual. The reimbursement may also go to other organizations that facilitate the pick-up and direct delivery of a medication to an individual.  | * $1.50/medication mailed
* $3/medication courier-type delivered
 |
| COVID-Related Supplies | Service consists of a package of COVID-related over-the-counter supplies known to help mitigate the spread and treat symptoms of COVID, including but not limited to: * Face masks
* Hand sanitizer
* Sanitizing wipes or liquid sanitizer with paper towels
* Thermometer
* Tylenol
 | $45/package |

**Appendix B. COVID-19 Quarantine and Isolation Support Services Reimbursement Rates for Individual with Family Members in Household**

|  |  |  |
| --- | --- | --- |
| **Service** | **Service Description & Reimbursement Requirements** | **Rate** |
| **Services Available to Individual with Family Members in Household** |
| Nutrition Assistance: Healthy Food Box – Delivered | * A healthy food box for delivery consists of an assortment of nutritious foods that is delivered to an isolating/quarantining individual’s place of shelter or to the individual’s household members’ place of shelter.
* Food selection should generally adhere to Dietary Guidelines for Americans but is not required to.[[5]](#footnote-5)
* Food selection should include meat/protein and other refrigerated foods.
* Food may be tailored to meet cultural preferences or specific medical needs.
* To receive this reimbursement rate, the healthy food box must constitute sufficient food for 3 meals and two snacks per day for one week (7 days).
* Support Service Vendors and nutrition assistance organizations may establish a proportional amount of food and reimbursement if it is more appropriate to deliver less than one week’s worth of food. For example, if an individual only has two days left in their Q/I period at the time the healthy food box is delivered.

If an individual isolating: (a) requires nutrition assistance, (b) has household/family members that also require nutrition assistance, and (c) is isolating separately from the household/family members, that individual may select to receive either healthy food boxes or meals for themselves. Service descriptions and rates in “Nutrition Assistance: Healthy Food Box – Delivered” for individuals (Appendix A) apply. Under these circumstances, the household/family members are only eligible for healthy food boxes. If the individual and the household/family members require food assistance and are located in the same household during the isolation/quarantine, they collectively are only eligible for healthy food boxes. | * $90.04 for food box delivered to a household with up to two family members
* $141.06 for food box delivered to a household with more than two family members

 |
| COVID Relief Payment | This service is a one-time disaster relief payment provided to isolating/quarantining individual and their household members in response to the federally-declared COVID-19 public health emergency.[[6]](#footnote-6) The intent of the payment is to assist the individual and their household members in meeting their basic living expenses such as housing, food, utilities, and household bills.If more than one household member is required to quarantine or isolate and is in need of and eligible for this Support Service, only one household member may receive the Household-Level benefit. All other household members required to quarantine or isolate in need of and eligible for this Support Service must receive it at the Individual-Level. The Support Service Vendor is responsible for managing this service.  | $800/individual (individual quarantining or isolating receives $800 regardless of number of family/household members) |
| COVID-Related Supplies | Service consists of a package of COVID-related over-the-counter supplies known to help mitigate the spread and treat symptoms of COVID, including but not limited to: * Face masks
* Hand sanitizer
* Sanitizing wipes or liquid sanitizer with paper towels
* Thermometer
* Tylenol

Up to two COVID-Related Supplies packages may be provided when an individual who needs to isolate: (a) chooses to isolate outside of his/her primary residence, and (b) attests to having family members in the primary residence that require a second COVID-Related Supplies package.  | $45/package |

**Appendix C. Target Service Area for Support Services**

COUNTY MAP BY CASES PER 10,000 RESIDENTS



**Appendix D. Funds Flow for Support Services**



**Appendix E. Scope of Work and Annual Budget**

Before it will be possible to finalize this award and make any disbursement, you are required to provide to the Agency a description for how the organization will spend the amount of funding allocated for the specific purpose as stated in the grant contract. This will include a scope of work, information related to any potential sub-grants and an annual budget for the grant funds. Please attach additional sheets as necessary.

|  |  |
| --- | --- |
| 1. **Organization:**
 |  |
| Organization Name: |  |
| Tax Identification #: |  |
| Organization Fiscal Year End:  |  |

|  |  |
| --- | --- |
| 1. **Scope of Work:**
 |  |
| Recipient shall detail below how the organization will spend the amount of funding allocated for the specific purpose as stated in the grant contract. The description should include services to be provided, objectives to be achieved, and expected results. The description should also include anticipated timing of those services, objectives and expected results.  |
|  |

|  |
| --- |
| 1. **Sub-grants:**
 |
| a. Does the Recipient anticipate that it will subgrant or pass down any funds to another organization?  |  | Yes |  | No |
| If yes, answer the following: |
| b. Name of Sub-recipient | c. Program Name | d. Amount to Sub-recipient |
|  |  |  |
|  |  |  |

Below are general expenditure descriptions that can serve as a ***guide*** for preparing the organization’s annual budget related to the grant award. Please add or delete expenditure captions for clarity if needed. The annual budget must be signed by an authorizing official.

The following annual budget is for the time period beginning (August 14, 2020 and ending December 30, 2020).

| **EXPENDITURE DESCRIPTION** | **AMOUNT** |
| --- | --- |
|  |  |
| **Employee Expenses** (e.g. program related staffing). | **$** |
| **Utilities Expenses** (e.g. utilities, telephone, data, lease related expenses) | **$** |
| **Subcontracts** (e.g. construction, services) | **$** |
|  |  |
| **Goods** (e.g. supplies and equipment) **Expenses** | **$** |
| **Administration Expenses** (e.g. overhead & project management) | **$** |
| **Other Expenses** (e.g. related charges not assigned above and described by recipient) | **$** |
| **Total Beginning Balance of the Project Fund** | **$ xxxx** |

With regard to the information contained herein, I certify that the annual budget has been approved by the Recipient’s Chief Fiscal Officer, CEO or Board Chair.

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

Signature Date

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

Printed Name Title

**Appendix F. Monthly Status/Progress Report**

Before it will be possible to make any disbursement, you are required to provide to the Department the status towards the specific purpose as stated in the contract. This report is to be completed by the Contractor and each subcontractor. The Contractor is to ensure all subcontractors’ reports are to be included with cost reimbursement requests. RECIPIENT COMPLETION INFORMATION:

|  |
| --- |
| **1. Organization** |
| Organization Name |  |
| Contract Agreement Number |  |
| Date  |   |
|  |  |
| **2. Financial Summary** |  |  |
| **Total Funding Authorized**  | **Total Funding Received to Date** | **Balance** |
|  |   |   |

**3. Performance:** Contractor (or subcontractor) shall detail below how the organization has spent the amount of funding allocated for the specific purpose as stated in the contract. The description should include activities and progress against the Contractor’s (or subcontractor’s) scope of work and outcomes of that work. Attach additional documents as necessary.

**Descriptive summary of how the funds were used, including specific deliverables achieved, and progress against objectives and outcomes expected to be achieved.**

**(cont.)**

|  |  |  |  |
| --- | --- | --- | --- |
| I certify that funds mentioned in this document were used in accordance with attachment A-1 and A-2 in the contract between NC DHHS and my organization. | Name: |   |   |
|   |  |  | Signature: |  |   |
|   |  |  | Title: |  |   |
|   |  |  | Phone: |  |   |
|   |  |  | Email: |  |   |
|   |   |   |   |   |   |
|

|  |
| --- |
| RECIPIENT COMPLETION INFORMATION:  |

 |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**Appendix G. COVID-19 Outcomes and Accomplishments Final Report**

To finalize this award, you are required to provide to the Department with a narrative of the outcomes and accomplishments related to the funds spent for the specific purpose as stated in the grant contract. You can also provide images, brochures, and other information to illustrate your outcomes and accomplishments.

|  |
| --- |
| **1. Organization:** |
| Organization Name: |  |

**2. Outcomes and Accomplishments:**

**Appendix H. Monthly Invoice Template**

The Department will email the required Monthly Invoice Template to the Contractor once the contract has been executed. This template will be in Excel format.

**Appendix I. Required Contractor Documents**

# 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.**

**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.”



**CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY**

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

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

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

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

that he/she is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_.

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

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

 (Official Seal) Notary Public

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

***Instruction for Organization:***

***Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.***

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

 Name of Organization

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

 Signature of Organization Official

**Conflict of Interest Policy Example**

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization’s Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one’s supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

**F. Violations of the Conflicts of Interest Policy --** If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

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

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Approved by:

##ContractorName##

Name of Organization

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

 Signature of Organization Official

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

Date

**Conflict of Interest Verification (Annual)**

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

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
3. The Certification Regarding Nondiscrimination;
4. The Certification Regarding Drug-Free Workplace Requirements;
5. The Certification Regarding Environmental Tobacco Smoke;
6. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
7. The Certification Regarding Lobbying;
8. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
9. [Check the applicable statement]

[ ] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

**OR**

[ ] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made**, and **has no** **agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

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

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

**Signature Title**

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

**Contractor Name Date**

**[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]**

**I. Certification Regarding Nondiscrimination**

**The Contractor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

**II. Certification Regarding Drug-Free Workplace Requirements**

1. The Contractor certifies that it will provide a drug-free workplace by:
	1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
	2. Establishing a drug-free awareness program to inform employees about:
		1. The dangers of drug abuse in the workplace;
		2. The Contractor’s policy of maintaining a drug-free workplace;
		3. Any available drug counseling, rehabilitation, and employee assistance programs; and
		4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
	3. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
	4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
		1. Abide by the terms of the statement; and
		2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
	5. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
	6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
		1. Taking appropriate personnel action against such an employee, up to and including
		termination; or
		2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
	7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

**Address**

Street

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

City, State, Zip Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street

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

City, State, Zip Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Contractor will inform the Department of any additional sites for performance of work under this agreement.
2. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

**III. Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

**The Contractor certifies** that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

**IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier**

**Covered Transactions**

**Instructions**

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

**Certification**

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

**V. Certification Regarding Lobbying**

**The Contractor certifies**, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

**VI. Disclosure Of Lobbying Activities**

**Instructions**

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

1. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
2. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
3. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
4. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
5. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
6. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

|  |
| --- |
| Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503 |

**Disclosure Of Lobbying Activities**

**(Approved by OMB 0344-0046)**

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

|  |  |  |
| --- | --- | --- |
| 1. Type of Federal Action:[ ]  a. contract[ ]  b. grant[ ]  c. cooperative agreement[ ]  d. loan[ ]  e. loan guarantee[ ]  f. loan insurance | 2. Status of Federal Action:[ ]  a. Bid/offer/application[ ]  b. Initial Award[ ]  c. Post-Award | 3. Report Type:[ ]  a. initial filing[ ]  b. material change **For Material Change Only:**Year\_\_\_\_\_\_\_\_\_\_\_ Quarter\_\_\_\_\_\_\_\_\_\_\_\_ Date Of Last Report:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 4. Name and Address of Reporting Entity:[ ]  Prime [ ]  Subawardee Tier (if known) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Congressional District (if known) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:Congressional District (if known) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number (if applicable) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 8. Federal Action Number (if known) | 9. Award Amount (if known) $ |
| 10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*) |  b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*):(*attach Continuation Sheet(s) SF-LLL-A, if necessary*) |
| 11. Amount of Payment (*check all that apply*): $  actual  planned | 13. Type of Payment (*check all that apply*):[ ]  a. retainer[ ]  b. one-time fee[ ]  c. commission[ ]  d. contingent fee[ ]  e. deferred[ ]  f. other; specify: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 12. Form of Payment (*check all that apply*):[ ]  a. cash[ ]  b. In-kind; specify: Nature  Value  |
| 14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):  |
|  |
| 15. Continuation Sheet(s) SF-LLL-A attached: [ ]  Yes [ ]  No |
| 16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. | Signature: Print Name: Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Telephone No: Date:  |
| Federal Use Only | Authorized for Local ReproductionStandard Form - LLL |

**IRS Tax Exemption Verification Form (Annual)**

We, the undersigned entity, hereby testify that the 501 (c) (3) status is on file with the North Carolina Department of Health and Human Services and is still in effect.

Name of Agency \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Chairman, Executive Director, or other Authorized Official

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

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

Notary Public

My Commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PROOF OF INSURANCE VERIFICATION FORM**

We, the undersigned entity, hereby testify that proof of insurance for our organization is on file with the North Carolina Department of Health and Human Services (DHHS), and is accurate and the coverage is up to date. If coverage changes at any time during the contract period, we will submit a new Proof of Insurance letter to the Department (DHHS).

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

**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.

**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

**Appendix J.** Federal Funding Accountability and Transparency Act (FFATA) Data Reporting Requirements

**Federal Award Identification Information for pass-through entities: 2 CFR Part 200; Section 200.331**

|  |  |
| --- | --- |
| Subrecipient Name |  |
| Subrecipient DUNS Number |  |
| Federal Award Identification Number (FAIN) |  |
| Federal Award Date |  |
| Period of Performance (Start and End Date) |  |
| Amount of Federal Funds Obligated by this Action |  |
| Total Amount of Federal Funds Obligated to the Sub recipient |  |
| Total amount of the Federal Award |  |
| Federal Award Project Description |  |
| Name of Federal Awarding Agency |  |
| CFDA # |  |
| CFDA Name |  |
| R&D (Y/N) |  |
| Federal Award Indirect Cost Rate |  |

1. Issued by the Secretaries of the U.S. Department of Health and Human Services and the U.S. Department of Agriculture. <https://health.gov/our-work/food-nutrition/2015-2020-dietary-guidelines/guidelines/> [↑](#footnote-ref-1)
2. Ibid [↑](#footnote-ref-2)
3. Standards available at: <https://static1.squarespace.com/static/580a7cb9e3df2806e84bb687/t/5ca66566e5e5f01ac91a9ab4/1554408806> [↑](#footnote-ref-3)
4. As of publication, there are two federally declared disasters in place: (1) the President’s National Emergency Declaration issued on March 13, 2020, available at: <https://www.whitehouse.gov/presidential-actions/proclamation-declaring-national-emergency-concerning-novel-coronavirus-disease-covid-19-outbreak/>, and (2) the President’s Stafford Act Declaration issued on March 13, 2020, available at: <https://www.whitehouse.gov/briefings-statements/letter-president-donald-j-trump-emergency-determination-stafford-act/>  [↑](#footnote-ref-4)
5. Issued by the Secretaries of the U.S. Department of Health and Human Services and the U.S. Department of Agriculture. <https://health.gov/our-work/food-nutrition/2015-2020-dietary-guidelines/guidelines/> [↑](#footnote-ref-5)
6. As of publication, there are two federally declared disasters in place: (1) the President’s National Emergency Declaration issued on March 13, 2020, available at: <https://www.whitehouse.gov/presidential-actions/proclamation-declaring-national-emergency-concerning-novel-coronavirus-disease-covid-19-outbreak/>, and (2) the President’s Stafford Act Declaration issued on March 13, 2020, available at: <https://www.whitehouse.gov/briefings-statements/letter-president-donald-j-trump-emergency-determination-stafford-act/> [↑](#footnote-ref-6)