

REQUEST FOR APPLICATIONS
Family and Youth Advocacy and Support Organization
REQUEST FOR APPLICATION No. DMH22-002CD-RFA (Repost)

RFA Posted	November 1, 2021		
Questions Due	November 15, 2021 at 5:00 pm EST		
Applications Due	December 1, 2021 at 2:00 pm EST		
Anticipated Notice of Award	December 15, 2021		
Anticipated Performance Period	January 1, 2022 – June 30, 2022 (with continued funding through 2025)		
Service	Family and Youth Support and Education Organization		
Issuing Agency	NC Department of Health and Human Services Division of Mental Health, Developmental Disabilities, and Substance Abuse Services (DMH/DD/SAS)		
E-mail Applications and Questions to	DMH Contracts Team	Email	rfa.responses@dhhs.nc.gov

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

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

To Be Completed by Contractor:

Contractor Name:	Catchment Area # (see p.5):
Contractor’s Street Address:	E-Mail Address:
City, State & Street Address Zip:	Telephone Number:
Name & Title of Authorized Representative:	DUNS Number:
Signature of Authorized Representative:	Date:

Unsigned or Incomplete Applications Shall Be Returned Without Being Reviewed

NOTICE OF AWARD/FOR NC DHHS USE ONLY: Application 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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1.0 INTRODUCTION

North Carolina Division of Mental Health, Developmental Disabilities and Substance Abuse Services (DMH/DD/SAS) is seeking partnership with a statewide Family and Youth Support and Education Organization. This organization will enhance North Carolina's System of Care (SOC) by:

- a. Developing a skilled workforce of family and youth peer support individuals who can 1) engage families and youths who would not ordinarily be identified by the behavioral health system and 2) support and educate families and youths as they move through the current behavioral health system.
- b. Creating an environment that supports families and youth in identifying their own strengths and resources for the purpose of creating and implementing plans that lead to positive outcomes and independence from the behavioral health, juvenile justice, and social service systems.
- c. Establishing a statewide network of family and youth representatives who engage with local SOC collaboratives and local child/youth service leadership to influence the local SOC development within the collaboratives' communities.
- d. Promoting the development of policies and procedures that strengthen and sustain youth and family peer support.
- e. Developing a statewide curriculum, training, and certification program for family/youth peer support.
- f. Providing technical assistance and consultation to DMH/DD/SAS on policy and procedural development that will focus service delivery on becoming Family and Youth driven.

1.1 PURPOSE

The primary purpose of this partnership with a Statewide Family and Youth Support and Education Organization is to support children, youth, and young adults with behavioral health needs along with their families, assist youth and families in developing self-advocacy skills, and educating the broader community on behavioral health issues. The organization with which DMH/DD/SAS partners would have the statewide (or potential for statewide) capacity to:

- Support families and youth, both individually and collectively, through service linkage, education about the system, and skill development
- Conduct workforce development planning, training, and consultation around the state
- Promote the voice of the family and youth at all levels and in all settings
- Provide guidance on local and state policy and procedures
- Work inclusively with a wide range of family leaders, family representatives, or family organizations
- Link families to partners across the State to address the needs identified by the children, youth, and families they serve
- Recruit and encourage the recruitment of family caregivers, youth, and young adults for participation at the local and state SOC collaboratives and advise on strategies to support their ongoing participation
- Foster leadership skills among family caregivers, youth, and young adults
- Promote family and youth peer support and the social inclusion of families and youth

1.2 BACKGROUND

The Division is committed to improving the health and well-being of North Carolinians through an innovative, whole person centered and well-coordinated system that addresses medical and non-medical drivers of health. The NC SOC approach is the framework through which the Division will deliver Medicaid and State-funded behavioral health services and developmental and/or intellectual disability services for children 3-18 years of age.

The core elements of this framework include the following:

- Family and youth-driven services
- Cross-system collaboration
- Service coordination within and across various child-serving systems
- The use of individualized, strength-based, trauma-informed/resilience-oriented approach
- Culturally and linguistically competent care

- Evidence-based or informed services provided in a home or community setting
- Family and youth involvement in regional and state policy development, service implementation and evaluation

The key components of NC’s SOC infrastructure includes:

- Community Collaboratives
- SOC Coordinators
- Multiple Family Support and Advocacy individuals across the state
- The NC Collaborative for Children, Youth, and Families (State Collaborative)

DMH/DD/SAS aims to identify and partner with an organization that embodies the SOC approach administratively, operationally, and financially. This partnership will extend into many projects and/or initiatives that the Child Mental Health Team are engaged in terms of providing consultation and technical expertise and training.

DMH/DD/SAS seeks a Statewide Family and Youth Support and Education Organization that is a family-run or controlled entity with the philosophical, administrative, financial and SOC-based experience to coordinate family education and support individuals into a network of well-trained, informed, and experienced staff who are integral to both State and Local Systems of Care development. Such an organization would ensure and provide the following:

- Support to state agencies and local communities in meeting and upholding SOC values and practices
- Statewide family/youth peer support, education, and training of caregivers and providers
- Statewide family/youth partner competency standards
- Consultation on service implementation to a variety of public and private agencies who submit requests
- Quality assurance across communities
- Leadership network around the state to reinforce local SOC development

2.0 ELIGIBILITY

Eligible applicants are non-profit organizations and:

- a. Have a board of directors composed of more than 50 percent of family members who have or have had the primary daily responsibility for the raising of a child, youth, or young adult with Serious Emotional Disturbance for at least 12 months **OR** have the ability to establish such a board within the first 6 months of the contract.
- b. Have adequate financial stability to ensure a minimum of 3 months of funds to cover organization expenses without Division funding
- c. Have statewide coverage OR a plan to expand to statewide coverage within the next 2 years

3.0 AWARD INFORMATION

- a. Funding Methodology:
 - Mental Health Block Grant: Child Funds
- b. Estimated # of Awardees:
 - One organization will be selected
- c. Indirect Cost:
 - The selected organization may request up to 10% in indirect costs on the modified total direct costs (unless a higher indirect cost rate has been approved). These costs are included as part of the total amount awarded
- d. Limitations and Restrictions
 - Each year of funding is dependent on the availability of funds
- e. Allowable Costs:
 - Allowable and appropriate costs must be reasonable and necessary to provide the services

3.1 SOURCE OF FUNDS AND PASS-THROUGH REQUIREMENTS

Federal Award Identification Number: B09SM083820

Federal Award Date: 11/17/2020

Subaward Period of Performance: 10/01/2020 – 09/30/2022

Amount of Federal Funds Obligated by this Action: \$3,906,807

Total Amount of Federal Funds Obligated to the Subrecipient: \$600,000

Total Amount of the Federal Award: \$19,801,355

Federal Award Project Description: Family and Youth Support and Education Organization

Federal Awarding Agency: Substance Abuse and Mental Health Services Administration (SAMHSA)

Pass-through Entity: North Carolina Department of Health & Human Services

DUNS # 162918106

CFDA Number: 93.958

CFDA Name: Block Grants for Community Mental Health Services

Is award R&D: No

3.2 FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

As 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.fsrc.gov/>.

4.0 DEFINITIONS, ACRONYMS AND ABBREVIATIONS

NC DMH/DD/SAS: North Carolina Division of Mental Health, Developmental Disabilities, and Substance Abuse Services

Division: NC DMH/DD/SAS

SOC: System of Care

DHHS: Department of Health and Human Services

SED: Serious Emotional Disturbance

FSR: Financial Status Report

5.0 SCOPE OF WORK

5.1 PROGRAMMATIC REQUIREMENTS AND PRIORITIES

An award based upon successful application for these funds is intended to allow a Family and Youth Support and Education Organization committed to supporting and advocating for families of youth, youth, and young adults with behavioral health needs and to do the following:

- a. Provide statewide Family and Youth Support and Education staff coverage (or at least 50% in the first year with a plan to increase to 100% coverage by the end of a 3-year time period):
 - Identify coverage areas

- Recruit applicants for family partners and youth partner positions
 - Provide organizational training (including key elements of the program contract) for all staff (within the first 3 months of the start date)
 - Be able to start providing family and youth education and support services within 30 days of contract start date and have full-time staff on board within 3 months of the start date
 - Develop and sustain training and credentialing curriculum for their program's family and youth support and education staff
 - Distinguish family peer and youth peer support affiliated with this organization from adult peer support
- b. Implement a strategic communication plan that will address the following:
- Promote SOC values, principles, and practices, especially Family Voice and Choice at all levels of services, systems, and policies
 - Create, maintain, and support a 1-800 number and/or use social media strategies for family members and youth to obtain information and support
 - Provide information to the public via social media, presentations at local and state events for people interested in child and family resources, and sharing information through partner agencies (see next requirement)
 - Participate in local, state, and national conferences (within the limit of existing resources) to share information on family/youth support needs and effective strategies, to gather feedback from families and youths who rely on the public behavioral health system, and to bring back strategies on effective family and youth engagement and support learned from around the country
 - Promote peer support and social inclusion with the State and local SOC Collaboratives. This includes educating on the differences between adult peer, family caregiver peers, and youth/young adult peers
- c. Establish a statewide network of family and/or youth organizations around the state who advocate for child, youth, young adult, and family behavioral health issues and will include a training and credentialing program:
- Link individual families who need support to those agencies who can provide the support and education as close to the family's community as possible
 - Provide statewide training opportunities that will foster family members and youth leadership skills
 - Over the course of the three year partnership, develop the capacity to provide training and technical assistance to local/grassroots family and youth-driven agencies who promote behavioral issues
 - Provide materials and training to local family and/or youth agencies to enable them to promote behavioral health messages throughout their communities
 - Provide a training and credentialing program for all individuals interested in becoming a family or support and education staff. Applicants should describe the elements of this program and be able to distinguish the credential holders from adult peer support staff
- d. Build and sustain partnerships that will extend Family and Youth support and education around the state and/or help to promote and sustain Family and Youth support and education
- Train family/youth/agency partnership building
 - Through membership network, participate in State and Local SOC Collaboratives monthly
 - Provide regional policy trainings across the state to promote local family and youth leadership skills in working with agency heads, policymakers, and other child-serving decision-makers
 - Establish and maintain relationships with SAMHSA-sponsored agencies within the state and follow SAMHSA guidance on family-led organizations focused on behavioral health issues
- e. Provide documentation of recruitment, support, and education activities:
- Submit monthly tracking reports which include, but are not limited to the following:
 - i. Number of family/youth representatives trained for each curriculum
 - ii. Number of family/youth representatives recruited to the network
 - iii. Number of family/youth representatives in credentialing process and number who have been credentialed

- iv. Number of trainings provided
- v. Number of partnerships developed
- vi. Number of outreach activities
- vii. Number of family/youth organizations joining the statewide network
- Submit lists of family/youth representatives and agencies (with contact information) on a semi-annual basis, denoting those recruited in the past six months

5.2 CONTRACTOR RESPONSIBILITIES

The applicant is required to submit the following in addition to the application:

- a. Evidence of financial stability:
 - Funding stream(s) currently available and utilized by the organization
 - Proportion of debt vs. income
 - Accounting practice/system utilized including date of last audit and findings from the audit
- b. Current size of the organization:
 - Number of full and part-time staff currently employed by the organization
 - Job descriptions for all employees including qualifications
 - Number of years of organization has been in operation
 - Turnover rate
- c. Policies and Procedures:
 - Employee handbook OR policies and procedures for employees
 - Complaint/grievance policy
 - Supervision policy
 - Staff development policy
- d. Sustainability plan
- e. Current training curricula and calendar
- f. Board of Directors:
 - By-laws
 - Composition of the Board: include titles and names
 - If not noted in the by-laws: policy distinguishing the Board's responsibilities from the organization's responsibilities
- g. Evidence of non-profit status
- h. List of past projects that compare to the scope of work required
- i. List of subcontractors

5.3 PERFORMANCE STANDARDS AND EXPECTATIONS

The selected organization is expected to:

- a. Adhere to all contractual requirements as stipulated within the contract and identified deliverables. NC DMH/DD/SAS reserves the right to terminate a contract with or without cause
- b. Ensure all reports and tracking are completed within the time frames stipulated
- c. Develop state-approved metrics to measure the effectiveness and impact of services, supports, training, and activities conducted and will report to the State on those measures
- d. Ensure all employees have individual development plans that are:
 - a. Developed with the employee
 - b. Driven by employee-identified goals and needs
 - c. Reviewed on a consistent basis (at least quarterly)
 - d. Utilized to promote skill acquisition and self-efficacy

5.4 REPORTING REQUIREMENTS

- a. Monthly Reporting Requirements:
 - Financial Status Report(s) submitted by the 10th of each month to the contract administrator
 - Supporting documentation for the FSR(s) (includes receipts and proof of payments)
 - Tracking report(s) detailing activities conducted

- b. Quarterly Reporting Requirements:
 - Training events, credentialing, attendance, and evaluations of training(s)
 - Tracking report(s)
 - Strategic Plan: includes sustainability planning and future directions
- c. Annually:
 - Annual report containing all programmatic elements
 - Training calendar: attendance, evaluation report
 - Strategic plan
 - Progress on deliverables

6.0 DIVISION RESPONSIBILITIES

NC DMHDDSAS reserves the right to:

- a. Modify the application and budget after consulting with the applicant. Items that may be modified include, but are not limited to, goals, costs, performance, and reporting requirements
- b. Allow or disallow budget amendments during the performance period of the project
- c. Monitor the program based on the Division's Subrecipient Monitoring plan
- d. Implement any change or requirement mandated by State or Federal government during the life of the project.

6.1 PERFORMANCE OVERSIGHT

A contract administrator will be assigned to the selected organization. This administrator will have programmatic and administrative oversight of the following:

- a. Performance measures
- b. Contract renewal, amendment, realignment
- c. Financial records: payments and invoices
- d. Training curriculum: development and calendar
- e. Performance metrics

7.0 TERM OF CONTRACT, OPTIONS TO EXTEND

A contract awarded pursuant to this RFA shall have an initial term of one (1) year, unless terminated earlier. The State retains the option to extend the Agreement for an additional two (2) one-year periods at its sole discretion.

8.0 BUDGET

The RFA/ line item budget shall constitute the total cost to the Division for complete performance in accordance with the requirements and specifications herein, including all applicable expenses such as administrative cost. Contractor shall not invoice for any amounts not specifically allowed for in the line item budget of this RFA.

The Contractor shall use the Cost Table found in ATTACHMENT A: Line Item Budget to create the Line Item Budget and Budget Narrative. The Vendor shall not use any other tables or forms, nor modify the contents of any of the shaded cells in the Cost Table.

All costs provided in Line Item budget must be firm and fixed for the duration of the contract, which could last as long as three years.

9.0 INVOICING AND REIMBURSEMENT

Upon execution of this contract, the Contractor shall submit to the Division Contract Administrator, a monthly reimbursement request for services rendered the previous month by the 10th of each month and, upon approval by the Division, receive payment within 30 days. Monthly payment shall be made based on actual expenditures made in accordance with the approved budget on file with both parties and reported on the

monthly expenditure report submitted by the Contractor. If this contract is terminated, the Contractor shall complete a final accounting report and return any unearned funds to the Division within 30 days of the contract termination date. The Division shall have no obligation for payments based on expenditure reports submitted later than 30 days after termination or expiration of the contract period. All payments are contingent upon fund availability.

10.0 THE SOLICITATION PROCESS

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

- 1) Written questions concerning the RFA specifications will be received until the date specified on the cover sheet of this RFA. A summary of all questions and answers will be posted on the RFA web site.
- 2) Applications will be received from each agency or organization. The original must be signed and dated by an official authorized to bind the agency or organization.
- 3) All applications must be received by the funding agency no later than the date and time specified on the cover sheet of the RFA. Faxed applications will not be accepted.
- 4) Upon receipt of an application, the responding agency and organization will be logged in.
- 5) At their option, the evaluators may request additional information from any or all Contractors for the purpose of clarification or to amplify the materials presented in any part of the application. However, agencies and organizations are cautioned that the evaluators are not required to request clarification: therefore, all applications should be complete and reflect the most favorable terms available from the agency or organization.
- 6) Applications will be evaluated according to completeness, content, experience with similar projects, ability of the agency's or organization's staff, cost, etc. The award of a grant to one agency and organization does not mean that the other applications lacked merit, but that, all facts considered, the selected application was deemed to provide the best service to the State.
- 7) Agencies and organizations are cautioned that this is a request for applications, and the funding agency reserves the unqualified right to reject any and all applications when such rejections are deemed to be in the best interest of the funding agency.
- 8) DMH/DD/SAS's review panel may conduct interviews with the top two (2) applicants prior to making a final selection.

11.0 GENERAL INFORMATION ON SUBMITTING APPLICATIONS

- 1) Award or Rejection
All qualified applications will be evaluated, and awards made to those agencies or organizations whose capabilities are deemed to be in the best interest of the funding agency. The funding agency reserves the unqualified right to reject any or all offers if determined to be in its best interest.
- 2) Decline to Offer
Any agency or organization that receives a copy of the RFA but declines to make an offer is requested to send a written "Decline to Offer" to the funding agency. Failure to respond as requested may subject the agency or organization to removal from consideration of future RFAs.
- 3) Cost of Application Preparation
Any cost incurred by an agency or organization in preparing or submitting an application is the agency's or organization's sole responsibility; the funding agency will not reimburse any agency or organization for any pre-award costs incurred.
- 4) Elaborate Applications
Elaborate applications in the form of brochures or other presentations beyond that necessary to present a complete and effective application are not desired.
- 5) Oral Explanations
The funding agency will not be bound by oral explanations or instructions given at any time during

the competitive process or after awarding the grant.

- 6) Reference to Other Data
Only information that is received in response to this RFA will be evaluated; reference to information previously submitted will not suffice.
- 7) Titles
Titles and headings in this RFA and any subsequent RFA are for convenience only and shall have no binding force or effect.
- 8) Form of Application
Each application must be submitted on the form provided by the funding agency, which will become the funding agency's Performance Agreement (contract).
- 9) Exceptions
All applications are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions. The attachment of other terms and condition by any agency and organization may be grounds for rejection of that agency or organization's application. Funded agencies and organizations specifically agree to the conditions set forth in the Performance Agreement (contract).
- 10) Advertising
In submitting its application, agencies and organizations agree not to use the results therefrom or as part of any news release or commercial advertising without prior written approval of the funding agency.
- 11) Right to Submitted Material
All responses, inquiries, or correspondence relating to or in reference to the RFA, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the agency or organization will become the property of the funding agency when received.
- 12) Competitive Offer
Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any application submitted in response to this RFA thereby certifies that this application has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.
- 13) Agency and Organization's Representative
Each agency or organization shall submit with its application the name, address, and telephone number of the person(s) with authority to bind the agency or organization and answer questions or provide clarification concerning the application.
- 14) Subcontracting
Agencies and organizations may propose to subcontract portions of work provided that their applications clearly indicate the scope of the work to be subcontracted, and to whom. All information required about the prime grantee is also required for each proposed subcontractor.
- 15) Proprietary Information
Trade secrets or similar proprietary data which the agency or organization does not wish disclosed to other than personnel involved in the evaluation will be kept confidential to the extent permitted by NCAC TO1: 05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL." Any section of the application that is to remain confidential shall also be so marked in boldface on the title page of that section.
- 16) Participation Encouraged
Pursuant to Article 3 and 3C, Chapter 143 of the North Carolina General Statutes and Executive Order No. 77, the funding agency invites and encourages participation in this RFA by businesses owned by minorities, women and the disabled including utilization as subcontractor(s) to perform functions under this Request for Applications.
- 17) Contract
The Division will issue a contract to the recipient of the grant that will include their application.
- 18) Federal Certifications
 - i) Agencies or organizations receiving Federal funds will be required to execute Federal Certifications regarding Non-discrimination, Drug-Free Workplace, Environmental Tobacco Smoke, Debarment, Lobbying, and Lobbying Activities. A copy of the Federal Certifications is included in this RFA for your reference (see Appendix B). Federal Certifications should

NOT be signed or returned with the application.

Please be advised that successful Contractors may be required to have an audit in accordance with G. S. 143-6.2 as applicable to the agency or organization's status. Also, the contract may include assurances the successful Contractor would be required to execute when signing the contract. Agencies or organizations receiving Federal funds will be required to execute a Consolidated Federal Certification form (as applicable). Private not for profit agency contracts will also include a conflict-of-interest policy statement.

12.0 APPLICATION CONTENT AND INSTRUCTIONS

The Applicant must clearly demonstrate (describe) in its proposal response how the Contractor's organization will meet or address the programmatic requirements described in the scope of work section of the RFA. The Contractor proposal shall include the following items in this specific order and clearly marked as such.

Contractors shall populate all attachments of this RFA that require the Contractor to provide information and include an authorized signature where requested. Applicants shall answer each RFA section with the requested information. Applicant shall not combine two or more sections or refer to another section of the RFA when answering one section. Responses shall include the following items and those attachments should be arranged in the following order: Number each page consecutively. (Please provide the order of arrangement and content and page count if applicable).

A. Cover Page with all fields completed, signed by an authorized official of the Contractor organization

B. Face Page

- 1) The Contractor's name and principal place of business.
- 2) The Contractor's legal status: i.e., whether the Contractor is an individual, a corporation, a general partnership, a limited partnership, a joint venture, or some other legal entity. The state in which the Contractor is incorporated or organized.

C. Proposal Summary: (4 page limit) (5 points)

The summary should be prepared after the application has been developed to include the key points of each of the project's objectives. This document should be able to concisely describe the entire proposal. In many cases, the summary will be the first part of the proposal package seen by the agency and could potentially be the only part of the package that is carefully reviewed before determining whether to consider the proposal any further.

D. Organization Background and Qualifications: Describes the organization and its qualifications for funding (20 points)

1. Organizational Background:
 - a. Overview: Mission and Vision of the organization, experience providing family or youth peer support and advocacy services, contact information for the head of the contracting agency that purchased the service from your organizations
 - b. Describe organization's experience working with the behavioral health system
 - c. Describe organization's experience working in cross-system partnerships. Briefly describe accomplishments working with two different child-serving systems (other than behavioral health)
2. Organizational Program Capacity:
 - a. Level of management's understanding of the behavioral health system: what percentage of organizational leadership has had experience and what kind of experience?
 - b. Management's knowledge and experience of SOC values, principles, and practices
 - c. Experience working with the NC Collaborative for Youth, Young Adults and Families and/or SOC Collaboratives
 - d. Current service capacity: how many family or youth peer support and education staff do you have on board? How many have had lived experience as a caregiver of a child/youth in the public behavioral health system or as a youth served by the public behavioral health system?
 - e. How many and what kind of family or youth peer support trainings has your organization developed? Who is the intended audience? Average number of youth and/or family members trained per year. Summarize any data you have on training impact or satisfaction levels. How does your agency ensure continued fidelity to the standards trained within your agency?
 - f. Current SOC training capacity: what percentage of your entire staff have taken CFT 01? Are any of your staff certified SOC Train the Trainers?

- g. What is the current geographic reach of your organization? If it is not statewide, how would the organization expand its reach over the next three years?
 - h. What is your organization's data capacity to track and organize reporting on:
 - i. Staff activity
 - ii. Family and youth outcomes
 - iii. Impact on policy/programming
 - iv. Training and technical assistance activities
3. Organizational Fiscal/Operational Capacity (requested contract information may be included in the Supporting Documentation section)
- a. What services does your organization currently offer?
 - b. How many contracts does your organization currently have? Provide beginning and end date of each current contract. How many years have each of those contracts been held by the organization?
 - c. Has your organization ever had to be terminated for cause by either party? How many times?
 - d. Provide information on other major donors or contributions
4. Organizational Partnerships:
- a. Provide evidence of partnerships with:
 - i. Other family support/advocacy/education organizations (local, state, national)
 - ii. LME-MCOs
 - iii. Standard Plans
 - iv. Behavioral Health Providers
 - v. Other Child-Serving System partners
5. Contract Regulatory Issues: Provide the following:
- a. Any criminal convictions of any of the applicant or Board Members, staff, subcontractors or agent of which the applicant has knowledge of or a statement that there are none
 - b. Any criminal investigations pending against of the applicant or their officers, directors, employees, agents, or subcontractors of which the applicant has knowledge or a statement that there are none
 - c. Any regulatory sanctions levied against any of the applicant or their officers, directors, employees, agents, or subcontractors by any state or federal regulatory agencies within the past three years of which the applicant has knowledge or a statement there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings
 - d. Any regulatory investigations pending against any of the applicant or any of their officers, directors, employees, agents, or subcontractors by any state or federal regulatory agencies of which the applicant has knowledge or a statement that there are none. Note: The Division may reject a proposal solely on the basis of this information
 - e. Any of the applicant's directors, partners, proprietors, officers, or employees or any of the proposed project staff are related to any DHHS employees. If such relationships exist, identify the related individuals, describe their relationships, and identify their respective employers and positions
 - f. Assurance that the applicant and the proposed contractor staff are not excluded from participation by Medicaid or the Office of the Inspector General of the United States Department of Health and Human Services

E. Assessment of Need(s) (Problem Statement) (5 page limit) (20 points)

- a. Statement of the level of service needs across mental health, substance use, and intellectual/developmental disability categories in the state and what percentage of those in need of services have been reached within the organization's geographic reach
- b. Describe what your organization's family and youth peer support services would do to increase linkages to service. Over time as your organization expands, what is your best estimate of increased numbers in service and the increase in the workforce to do the outreach, engagement, and education across the state?

- c. Describe/state any evidence-based or informed models on which your organization's family/youth outreach, support, and education strategies are or would be based
- d. Describe any non-traditional outreach and/or engagement strategies to be utilized by your organization to ensure hard-to-reach families and youths are supported

F. A written description of the Contractor's approach to the project, including identification of key partners. (5 page limit) (30 points)

- a. Provide a comprehensive framework understanding and describing the RFA.
- b. List the goals and objectives of the project:
 - **Goals:** Is something your organization is planning to achieve through this project. It should be realistic and measurable
 - **Objective:** Describe how the goal is going to be achieved. Must be specific, measurable, and achievable in a specified time frame
 - **Outcomes:** Reflect what the expected result at the end of the performance period
- c. Project implementation plan: work plans, timelines, schedules, and transition plans for the project
- d. Description of how you will staff the project, including the name, resume, and qualifications of each of the proposed team members (including subcontractors) (NOTE: This may need to go in the Appendix)
- e. Resolution of Challenges: an analysis of the project's risks and limitations, including how these factors will be addressed or minimized (regulatory, environmental, or other constraints)
- f. Description of how your organization will best support family and youth support partners throughout the project

G. Sustainability (Steps taken to ensure future successes or continuation of the project beyond the awarded period, e.g., future financial support, staff requirements, and/or continued community interest) (10 points)

H. Line Item Budget and Budget Narrative. Every item that appears in the budget should be explained clearly, so the evaluator/reviewer will understand it. The budget narrative should explain how the numbers in the budget were calculated and how each expense is related to the proposed project. The Budget Narrative is the justification of 'how' and/or 'why' a line item helps to meet the program deliverables. It is also used to determine if the costs in the contract are reasonable and permissible. (5 points)

I. Performance Based Budget. Budget set up by performance/deliverables/milestones. (5 points)

J. Supporting documents excluded from page limit above should include, at a minimum, the following: (5 points)

- a. An organizational chart identifying the personnel who will be assigned to work on this project.
- b. Letters of support from one state or public agency partner and testimony from 2 families/youth who have been assisted by your organization. Note: please remove any identifying information
- c. Contract information requested in Section D: Organizational Fiscal/Operational Capacity
- d. Applicable Terms and Conditions (select and attach the appropriate Terms and Conditions for your organization type from Appendix A).
- e. Applicable Certifications from Appendix B

Submit complete Application, including signature of authorized representative to:

NC Department of Health and Human Services Division of Mental Health, Developmental Disabilities and Substance Abuse Services at RFA.responses@dhhs.nc.gov no later than **2:00 p.m. December 1, 2021.**

13.0 EVALUATION CRITERIA AND SCORING

PHASE I: INITIAL QUALIFYING CRITERIA

The applicant's proposal must meet all of the following Phase I application acceptance criteria in order to be considered for further evaluation. Any proposal receiving a "no" response to any of the following qualifying criteria shall be disqualified from consideration.

ITEM	APPLICATION ACCEPTANCE CRITERIA	RFA Section	YES	NO
1	Was the contractor's application received by the deadline specified in the RFA?			
2	Vendor proposal includes all required affirmative statements, assurances, and certifications signed by the vendor's responsible representative, as described in the appendices of the RFA			
3	Included in those certifications, the contractor states that it is not excluded from entering into a contract with DHHS/State due to restrictions related to the federal debarment list, etc.			
4	Vendor meets eligibility requirements as stated in Section 2.0			
5	Vendor meets the minimum Qualification Requirements as described in Section 2.0			
6	Program's review of the contractor verifies that the vendor is not excluded from contracting with DHHS/State for any unresolved finding for recovery			

PHASE II: CRITERIA FOR SCORING PROPOSAL/APPLICATIONS

Qualifying application proposals will be collectively scored by the proposal review team. All qualified applications will be evaluated, and awards made based on the following criteria considered, to result in awards most advantageous to the State. Applications will be scored on the content, quality, and completeness of the responses to the items in the scope of work and to how well each response addresses the following core factors. DHHS will consider scores, organizational capacity, and distribution among catchment areas, and variety of quality improvement plans in determining awards. Please note that contractors not meeting the eligibility requirements or any of the minimum or mandatory requirements as stated in Phase I will not be scored.

Evaluation Criteria	Score
Proposal Summary	5 Points
Organization Background and Qualifications	20 Points
Assessment of Need(s)	20 Points
Written description of the Contractor's approach to the project, including identification of key partners	30 Points
Sustainability (Steps taken to ensure future successes or continuation of the project beyond the awarded period, e.g., future financial support, staff requirements, and/or continued community interest)	10 Points
Line Item Budget and Budget Narrative. Every item that appears in the budget should be explained clearly, so the evaluator/reviewer will understand it. The budget narrative should explain how the numbers in the budget were calculated and how each expense is related to the proposed project. The Budget Narrative is the justification of 'how' and/or 'why' a line item helps to meet the program deliverables. It is also used to determine if the costs in the contract are reasonable and permissible	5 Points
Performance Based Budget. Budget set up by performance/deliverables/milestones	5 points
Supporting Documentation	5 points
Total Possible Score	100 points

ATTACHMENT A

LINE ITEM BUDGET AND BUDGET NARRATIVE (SAMPLE).

CATEGORY	ITEM	NARRATIVE	AMOUNT
SALARY/WAGE			
FRINGE BENEFITS			
OTHER			
SUPPLIES MATERIALS			
EQUIPMENT			
TRAVEL			
RENT			
UTILITIES			
ADVERTISING			
DUES AND SUBSCRIPTIONS			
STAFF DEVELOPMENT			
PROFESSIONAL SERVICES			
SUB CONTRACTORS			

APPENDIX A: TERMS AND CONDITIONS

1. HealthCare Providers
2. Private Sector
3. Local Government (Public Sector)
4. Other State Departments
5. Duke
6. Private University
7. Master Agreement (UNC Systems) incorporated by reference

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

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Services

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

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

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

Indemnity and Insurance

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

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

(1) **Professional Liability Insurance:** The Contractor shall ensure that the Contractor and its employees, agents, and subcontractors each maintain through an insurance company or through a program of self-funded insurance, professional liability insurance with limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate.

- (2) **Worker's Compensation Insurance:** The Contractor shall provide and maintain worker's compensation insurance, as required by the laws of the states in which its employees work, covering all of the Contractor's employees who are engaged in any work under the contract.
- (3) **Employer's Liability Insurance:** The Contractor shall provide employer's liability insurance, with minimum limits of \$500,000.00, covering all of the Contractor's employees who are engaged in any work under the contract.
- (4) **Commercial General Liability Insurance:** The Contractor shall provide commercial general liability insurance on a comprehensive broad form on an occurrence basis with a minimum combined single limit of \$1,000,000.00 for each occurrence.
- (5) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (A) owned by the Contractor and used in the performance of this contract;
 - (B) hired by the Contractor and used in the performance of this contract; and
 - (C) owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance. The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.
- (b) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (c) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (d) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.

- (e) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.
- (f) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
- (g) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
- (h) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (i) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
- (j) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance, if requested, to the Division before the Contractor begins work under this contract.

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the

Contractor, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

Oversight

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

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of

three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

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

Miscellaneous

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

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

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision

or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

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

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the Division, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or

omission of the Contractor in connection with the performance of this contract.

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

(6) **Worker's Compensation Insurance:** The Contractor shall provide and maintain worker's compensation insurance, as required by the laws of the states in which its employees work, covering all of the Contractor's employees who are engaged in any work under the contract.

(7) **Employer's Liability Insurance:** The Contractor shall provide employer's liability insurance, with minimum limits of \$500,000.00, covering all of the Contractor's employees who are engaged in any work under the contract.

(8) **Commercial General Liability Insurance:** The Contractor shall provide commercial general liability insurance on a comprehensive broad form on an occurrence basis with a minimum combined single limit of \$1,000,000.00 for each occurrence.

(9) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:

- (A) owned by the Contractor and used in the performance of this contract;
- (B) hired by the Contractor and used in the performance of this contract; and
- (C) owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

- (b) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (c) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (d) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by

demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.

- (e) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.
- (f) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
- (g) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
- (h) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (i) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
- (j) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance, if requested, to the Division before the Contractor begins work under this contract.

Default and Termination

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

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

responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

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

Intellectual Property Rights

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

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

Oversight

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

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

Warranties and Certifications

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

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

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina

and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

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

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

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

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Services

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

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

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

Indemnity and Insurance

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

- (k) **Insurance:** During the term of the contract, the Contractor shall provide, at its sole cost and expense, commercial insurance of such types and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:
- (10) **Professional Liability:** The Contractor shall provide and maintain, through an insurance company or through a program of self-funded insurance, professional liability insurance for itself with limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate.
 - (11) **Worker's Compensation Insurance:** The Contractor shall provide and maintain worker's compensation insurance, as required by the laws of the states in which its employees work, covering all of the Contractor's employees who are engaged in any work under the contract.
 - (12) **Employer's Liability Insurance:** The Contractor shall provide employer's liability

insurance, with minimum limits of \$500,000.00, covering all of the Contractor's employees who are engaged in any work under the contract.

(13) **Commercial General Liability Insurance or A Program of Self Insurance:** The Contractor shall provide commercial general liability insurance on a comprehensive broad form on an occurrence basis with a minimum combined single limit of \$1,000,000.00 for each occurrence.

(14) **Automobile Liability Insurance or A Program of Self Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage. The Contractor shall provide this insurance for all automobiles that are:

(A) owned by the Contractor and used in the performance of this contract;

(B) hired by the Contractor and used in the performance of this contract; and

(C) owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

(l) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.

(m) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.

(n) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.

(o) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.

(p) With the exception of programs of self-insurance, the Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.

(q) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.

(r) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.

(s) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance, if requested, to the Division before the Contractor begins work under this contract.

Default and Termination

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

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

filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

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

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

- (a) Title to any *INVENTION* made or conceived jointly by employees of both Contractor and Division in the performance of this contract (hereinafter called "*JOINT INVENTION*") vests jointly in Division and Contractor.
- (b) Title to any *INVENTION* made or conceived solely by employees or students of either Contractor or Division in the performance of this Contract vests in the party whose employees or students made or conceived the *INVENTION* or discovery.

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

Similar Research: Nothing in this Contract may be construed to limit the freedom of the Contractor or of its

researchers who are participants under the Contract from engaging in similar research made under grants, contracts, or agreements with parties other than the Division.

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor

shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the contractor is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

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

Oversight

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

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

Government Review: To the extent required by applicable law and pursuant to written requests from any appropriate governmental authority, Contractor and the Division shall make available to such appropriate governmental authority this Agreement and any books, records, documents and other records that are necessary

to certify the nature and extent of the services provided and the cost claimed for services rendered pursuant to this Agreement or so as to otherwise comply with the requirements of any lawful agreement between the party and such governmental authority.

Miscellaneous

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

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

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

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

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

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

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

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

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

International travel shall not be reimbursed under this contract.

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

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

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Services

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

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

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

Indemnity and Insurance

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

- (t) **Insurance:** During the term of the contract, the Contractor shall provide, at its sole cost and expense, commercial insurance of such types and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:
- (15) **Professional Liability:** The Contractor shall provide and maintain, through an insurance company or through a program of self-funded insurance, professional liability insurance for itself with limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate.
 - (16) **Worker's Compensation Insurance:** The Contractor shall provide and maintain worker's compensation insurance, as required by the laws of the states in which its employees work, covering all of the Contractor's employees who are engaged in any work under the contract.
 - (17) **Employer's Liability Insurance:** The Contractor shall provide employer's liability

insurance, with minimum limits of \$500,000.00, covering all of the Contractor's employees who are engaged in any work under the contract.

(18) **Commercial General Liability Insurance or A Program of Self Insurance:** The Contractor shall provide commercial general liability insurance on a comprehensive broad form on an occurrence basis with a minimum combined single limit of \$1,000,000.00 for each occurrence.

(19) **Automobile Liability Insurance or A Program of Self Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage. The Contractor shall provide this insurance for all automobiles that are:

(A) owned by the Contractor and used in the performance of this contract;

(B) hired by the Contractor and used in the performance of this contract; and

(C) owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

(u) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.

(v) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.

(w) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.

(x) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.

(y) Providing and maintaining the types and amounts of insurance or self-insurance specified in this

paragraph is a material obligation of the Contractor and is of the essence of this contract.

(z) With the exception of programs of self-insurance, the Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.

(aa) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.

(bb) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.

(cc) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance, if requested, to the Division before the Contractor begins work under this contract.

Default and Termination

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

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

responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

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

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

- (a) Title to any *INVENTION* made or conceived jointly by employees of both Contractor and Division in the performance of this contract (hereinafter called "*JOINT INVENTION*") vests jointly in Division and Contractor.
- (b) Title to any *INVENTION* made or conceived solely by employees or students of either Contractor or Division in the performance of this Contract vests in the party whose employees or students made or conceived the *INVENTION* or discovery.

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

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

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the Division's Contract

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

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

Oversight

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

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

Government Review: To the extent required by applicable law and pursuant to written requests from any appropriate governmental authority, Contractor and the Division shall make available to such appropriate

governmental authority this Agreement and any books, records, documents and other records that are necessary to certify the nature and extent of the services provided and the cost claimed for services rendered pursuant to this Agreement or so as to otherwise comply with the requirements of any lawful agreement between the party and such governmental authority.

Miscellaneous

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

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

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

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

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

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

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division.

The term "key personnel" includes any and all persons identified by as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

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

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

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

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

APPENDIX B: CERTIFICATIONS AND ASSURANCES

1. Conflict of Interest
 - a. Conflict of Interest Acknowledgement and Policy
(non-governmental agencies)
2. State Grant Certification – No Overdue Tax Debts
(non-governmental agencies)
3. IRS Tax Exemption Letter (if not already electronically on file) and IRS Tax Exemption Verification Form (Annual) (Non-Profit Contractors)
4. Federal Certifications
5. State Certifications
6. FFATA Subawardee Reporting Form

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:

The Board member or other governing person, officer, employee, or agent;

Any member of their family by whole or half blood, step or personal relationship or relative-in-law;

An organization in which any of the above is an officer, director, or employee;

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:

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. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

##ContractorName##
Name of Organization

Signature of Organization Official

Date

State Grant Certification – No Overdue Tax Debts

Grantee/Contractor should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of State Budget and Management.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

Entity's Letterhead

[Date of Certification (mmddyyyy)]

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the **[insert organization's name]** does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

[Name of Board Chair] and **[Name of Second Authorizing Official]** being duly sworn, say that we are the Board Chair and **[Title of the Second Authorizing Official]**, respectively, of **[insert name of organization]** of **[City]** in the State of **[Name of State]**; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

[Title of Second Authorizing Official]

Sworn to and subscribed before me on the day of the date of said certification.

My Commission Expires: _____

(Notary Signature and Seal)

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management:

NCGrants@osbm.nc.gov-(919)807-4795

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”

IRS Tax Exemption Verification Form (Annual)

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

Name of Agency _____

Chairman, Executive Director, or other Authorized Official

Sworn to and subscribed before me, this _____ day of _____, _____.

Notary Public

My Commission expires: _____

FEDERAL CERTIFICATIONS

The undersigned states that:

He or she is the duly authorized representative of the Contractor named below;

He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:

The Certification Regarding Nondiscrimination;
The Certification Regarding Drug-Free Workplace Requirements;
The Certification Regarding Environmental Tobacco Smoke;
The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
The Certification Regarding Lobbying;

He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;

[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.

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

The Contractor certifies that it will provide a drug-free workplace by:

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;

Establishing a drug-free awareness program to inform employees about:

The dangers of drug abuse in the workplace;

The Contractor's policy of maintaining a drug-free workplace;

Any available drug counseling, rehabilitation, and employee assistance programs; and

The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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);

Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

Abide by the terms of the statement; and

Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

Notifying the Division within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

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:

Taking appropriate personnel action against such an employee, up to and including termination; or

Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Contractor will inform the Division of any additional sites for performance of work under this agreement.

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.]

By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

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 Division or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

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.

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.

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 Division or agency with which this transaction originated.

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.

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.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Division or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

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.

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:

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.

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.

The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

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.

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.

Identify the status of the covered Federal action.

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.

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.

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.

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.

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.

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."

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.

(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).

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.

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.

Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

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.

Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

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

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

State Certifications Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

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

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor’s subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an “ineligible Contractor” as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
- (b) [check **one** of the following boxes]
- Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a “tax haven country” as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
- The Contractor or one of its affiliates **has** incorporated or reincorporated in a “tax haven country” as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor’s officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
1. He or she is a duly authorized representative of the Contractor named below;
 2. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 3. He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor’s Name: _____

Contractor’s Authorized Agent: Signature _____ Date _____

Printed Name _____ Title _____

Witness: Signature _____ Date _____

Printed Name _____ Title _____

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