

**REQUEST FOR APPLICATIONS
NC Transition Coordination Partnership Project 2017-DMA-002**

RFA Posted	August 9, 2016		
Questions Due	August 15, 2016		
Applications Due	August 31, 2016		
Anticipated Notice of Award	Sept 9, 2016		
Anticipated Performance Period	The initial award period is Sept 9, 2016 – August 31, 2017. Up to two possible option years may be exercised by mutual agreement in accordance with the Terms and Conditions.		
Service	North Carolina Money Follows the Person Demonstration Project: Transition Coordination Partnership		
Issuing Agency	North Carolina Department of Health and Human Services Division of Medical Assistance		
E-mail Applications and Questions to	Diane Upshaw	Email	diane.upshaw@dhhs.nc.gov

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

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

To Be Completed By Contractor:

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

Table of Contents

Article	Title	Page No.
1.0	INTRODUCTION	3
2.0	ELIGIBILITY	3
3.0	AWARD INFORMATION	3
4.0	DEFINITIONS, ACRONYMS AND ABBREVIATIONS	4
5.0	SCOPE OF WORK	6
6.0	DIVISION RESPONSIBILITIES	16
7.0	TERM OF CONTRACT, OPTIONS TO EXTEND	16
8.0	BUDGET	16
9.0	INVOICING AND REIMBURSEMENT	16
10.0	THE APPLICATION PROCESS	16
11.0	GENERAL INFORMATION ON SUBMITTING APPLICATIONS	17
12.0	APPLICATION CONTENT AND INSTRUCTIONS	18
13.0	EVALUATION CRITERIA AND SCORING	19
Attachment A	BUDGET	20
Appendix A	TERMS AND CONDITIONS	21
Appendix B	CERTIFICATIONS AND ASSURANCES	25

1.0 INTRODUCTION

Medicaid beneficiaries transitioning out of long-term care facilities frequently require an interdisciplinary approach to ensure their community-based support needs are adequately addressed. However, the traditional service models in NC have “siloeed” physical health, behavioral health and long-term care services, resulting in fragmented transition planning and unnecessary lag in the transition process. This RFA intends to promote more cohesive transition practices by:

- 1) Streamlining transition coordination and case management functions and
- 2) Incenting partnership with other entities in order to fully address the support needs of transitioning individuals.

The Department will select no more than one applicant to serve as Money Follows the Person Demonstration Grant (MFP) lead transition agency in the **Catchment Area** below to accomplish the following program objectives:

1.1 PURPOSE

The purpose of this Request for Applications (RFA) is to pilot transition concepts that are intended to expedite and streamline the transition of individuals from qualified long-term care facilities into their homes and communities with appropriate support.

1.2 BACKGROUND

Money Follows the Person (MFP) is a Medicaid Demonstration Project that assists eligible individuals in transitioning from qualified long-term care facilities into their homes and communities with appropriate support. As a demonstration project, MFP also examines and works to improve functions, processes and expectations related to quality transition practices. More information on Money Follows the Person is available at: <http://www2.ncdhhs.gov/dma/MoneyFollows/>.

Transition Coordination is a function that assists individuals in coordinating and securing all services and supports necessary to ensure a quality transition. While distinct from case management, MFP has observed that transition activity is often most efficient and streamlined when waiver case management/care coordination and transition coordination are performed by the same entity.

2.0 ELIGIBILITY

Eligible Contractors must currently serve as the Community Alternatives Program for Disabled Adults (CAP DA) Lead Agency in the catchment area listed below, or have a contractual relationship with one or more CAP DA Lead Agencies in the catchment area, or demonstrate ability to establish such contractual relationships by October 1, 2016, by submitting letters of partnership from identified CAP DA Lead Agencies in the application submission.

Each eligible Contractor shall be a community-based, public or private nonprofit, tax-exempt organization (including faith-based), school system, tribal government or local government agency that is duly incorporated and registered under North Carolina Statutes.

CATCHMENT AREA

The Catchment area is based on current Division of Vocational Rehabilitation Independent Living Regions not otherwise covered by current MFP Transition Coordination contractors. Catchment Area: Brunswick, Columbus, New Hanover, and Pender counties.

3.0 AWARD INFORMATION

This award consists of a total amount of \$82,200 for the initial one-year performance period. There will be only one award granted. Indirect cost shall be included in the \$82,200.

3.1 SOURCE OF FUNDS AND PASS THROUGH REQUIREMENTS

This award is sponsored by the Money Follows the Person Demonstration Grant with the state apportionment reserved in MFP’s Rebalancing Fund and the federal apportionment in alignment with MFP’s enhanced federal match rate, which is currently 83.12%.

Federal Award Identification Number: 1LICMS030170-01-08

Federal Award Date: 12/23/2014

Subaward Period of Performance: September 9, 2016 – August 31, 2017

Amount of Federal Funds Obligated by this Action: \$68,325

Total Amount of Federal Funds Obligated to the Subrecipient:

\$68,325 Total Amount of the Federal Award: 27,404,473.00

Federal Award Project Description: Money Follows the Person Demonstration Grant

Federal Awarding Agency: Centers for Medicaid & Medicare Services, Money Follows the Person Demonstration Project

Pass-through Entity: NC Department of Health and Human Services, Division of Medical Assistance, NC Money Follows the Person Demonstration Project

CFDA Number: 93.791

CFDA Name: Money Follows the Person Rebalancing

Demonstration Is award R&D: No.

Indirect cost rate for the federal award: N/A NC DHHS has an approved cost allocation plan.

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.fsrs.gov/>.

4.0 DEFINITIONS, ACRONYMS AND ABBREVIATIONS

Area Agency on Aging (AAA): Regional office established pursuant to the Older Americans Act that provide information about home- and community-based services for older adults and family caregivers, and support the development of various programs addressing the needs of older adults.

Behavioral Health Managed Care Organization/Local Management Entity (MCO/LME): For the purposes of this RFA, a Behavioral Health MCO/LME is an identified behavioral health entity under contract with the NC Department of Health and Human Services to coordinate and manage access to behavioral health services, including mental health services, traumatic brain injury services, substance addiction services, services for people with intellectual and developmental disabilities. A list of current Behavioral Health MCO/LMEs and a map of the MCO/LMEs' catchment areas are available at: <https://www.ncdhhs.gov/providers/lme-mco-directory>

Community Alternatives Program for Disabled Adults (CAP DA): The North Carolina aging and disability waiver program that provides personal assistance, supplies, home modifications and other services to individuals who meet nursing facility level of care and CAP DA program requirement. The Division of Medical Assistance's clinical policy for CAP DA can be found at: <http://www2.ncdhhs.gov/dma/mp/3K2.pdf>

CAP DA Lead Agency: The CAP DA program is managed at the county level by designated entities known as "lead agencies." Lead agency criteria and responsibilities are outlined in the CAP DA Clinical Policy, available at: <http://www2.ncdhhs.gov/dma/mp/3K2.pdf>

Center for Independent Living (CIL): Community-based, cross-disability, non-profit organizations that are designed and operated by people with disabilities. CILs are unique in that they operate according to a strict philosophy of consumer controller, wherein people with all types of disabilities directly govern and staff the organization.

Community Care of North Carolina (CCNC): A statewide network of primary care physicians and specialists that contract with the Division of Medical Assistance to provide medical care to Medicaid recipients.

Contractor: Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Application.

Day of Transition: The first day the Participant resides in his or her community-based qualified residence and has been discharged from the appropriate qualified facility.

Dignity of Risk and Dignity of Experience: The term dignity of risk refers to the philosophy that people with disabilities have the right to have typical life experiences even if doing so may involve some risk to personal health and safety. Dignity of risk requires service and support systems to assist a transitioning Participant in thinking through potential risks of desired activities and establishing structures and supports to mitigate these risks. The term dignity of experience conceptualizes the better known concept of dignity of risk and acknowledges that many of the activities desired by a transitioning individual would not be considered “risky” if performed by a person without a disability (i.e. living alone, having a romantic relationship) and limiting access to these activities may impinge on the person’s rights and personal development. Under both concepts, the transitioning Participant assumes responsibility for his/her conduct and the potential consequences that may result. Service and support providers are not responsible for “making sure nothing bad ever happens” but rather are responsible for assisting the Participant in identifying risks that the Participant’s conduct or circumstances may produce and for developing the least restrictive approach to mitigating them. Contractors under this RFA shall follow the Health and Safety guidelines under the applicable service program and nothing in this definition shall be construed to contradict these requirements.

Division of Vocational Rehabilitation Services - Independent Living Services (DVR-IL): A statewide program that provides services to significantly disabled individuals to help them successfully integrate in the community

Data Universal Number System (DUNS) number: A unique number used to identify your organization and to track federal spending. See <https://fedgov.dnb.com/webform> for free registration.

Enrolled Program: In order to transition under MFP, an MFP Participant must meet the eligibility criteria in one of the following programs: CAP DA, PACE or Innovations waiver. Because the program in which a Participant will enroll depends on the Participant’s choice and program eligibility determination, the RFA refers to these programs generically as the Participant’s *enrolled program*.

Follow Along Status: To ensure a quality transition process, entities providing MFP transition coordination services are required to meet and visit with transitioned Participants on a scheduled basis for no less than 3 months after the date of transition. MFP “follow along” requirements are outlined in Attachment T of the MFP Operational Protocol (<http://www2.ncdhhs.gov/dma/moneyfollows/OperationalProtocolFinal.pdf>). During this time, transition coordination entities work to 1) ensure services and supports necessary to support a quality transition are in place as intended 2) to support the transitioned Participant in accessing additional services and supports 3) to partner with waiver care/case manager as indicated to ensure a “smooth handoff” between MFP transition coordination function and ongoing case management 4) to identify and report incidents as required by the appropriate waiver program or as outlined in Attachment T of the MFP Operational Protocol (<http://www2.ncdhhs.gov/dma/moneyfollows/OperationalProtocolFinal.pdf>) 5) to provide written status reports to the MFP program in a method determined by the MFP Program.

Innovations Waiver: The North Carolina waiver available to eligible Medicaid beneficiaries with an intellectual and/or developmental disability. The clinical policy for the NC Innovations waiver can be found at: <https://ncdma.s3.amazonaws.com/s3fs-public/documents/files/8P.pdf>

Interdisciplinary Team (IDT): a beneficiary-specific planning team comprised of team members necessary to address the holistic support needs of the beneficiary, as defined by the beneficiary, CAP DA or PACE service requirements and others as appropriate. In the context of this RFA, IDT refers to the team that assists at the point of transition and may not reflect all members of the participant’s permanent, community-based IDT. At minimum, IDT members include: the beneficiary, individuals the beneficiary requests, legal guardian (as applicable), individuals the beneficiary will rely upon to meet applicable caregiver support requirements, facility representative, case manager or enrollment broker of applicable CAP DA or PACE program. Based on the identified interests and needs of the beneficiary, the team may also include individuals and providers necessary to address person-specific elements of the transition plan and risk mitigation plan.

Linkage: To provide a Participant or a Participant’s authorized representative with the information necessary for the Participant to make informed decisions about a particular service or option and to make contact with the appropriate service or option in order to begin enrollment.

Local Contact Agency (LCA): The North Carolina DHHS division of Aging and Adult Services has contracted with the AAAs to provide nursing home residents with information on community support options that will enable them to transition from the nursing home facility to the community.

Long-Term Services and Supports (LTSS): The services and supports used by individuals of all ages with functional limitations and chronic illnesses who need assistance to perform routine daily activities such as bathing, dressing, preparing meals, and administering medications.

Money Follows the Person Demonstration Grant (MFP): A Medicaid project that assists qualified individuals in transitioning from inpatient and long-term care facilities into their communities by increasing the use of home- and community-based services and reducing the reliance on institutionally-based services; eliminating barriers that restrict the use of Medicaid funds to pay for recipients' long-term care in the setting of their choice; ensuring the continued provision of home- and community-based services for individuals who choose to transition; and ensuring the continuous quality improvement of home- and community-based services.

Participant: A person (i) who meets the MFP eligibility requirements as defined in P.L. 109-171 Deficit Reduction Act (DRA) Section 6071; (ii) whose MFP application has been approved by DMA; and (iii) who meets the participation criteria as described in the North Carolina Money Follows the Person Rebalancing Demonstration Grant Operational Protocol, Revised 5/2015 (version 1.3). An individual is considered a Participant for one full year after the Participant's transition date unless otherwise specified in the North Carolina Money Follows the Person Rebalancing Demonstration Grant Operational Protocol, Revised 5/2015 (version 1.3).

Program of All-Inclusive Care for the Elderly (PACE): A Medicaid program that provides a range of integrated preventative, acute care and long-term care services for frail older adults to enable them to live in their homes and communities as long as is feasible. The Division of Medical Assistance's Clinical Policy can be found at: <http://www2.ncdhhs.gov/dma/mp/3B.pdf>

RFA: Request for Application

Risk Mitigation: The process of working with a beneficiary and as appropriate, transition interdisciplinary team (IDT) members, to identify and examine person-specific illnesses, behaviors or circumstances that are likely to jeopardize the quality of the transition or the beneficiary's ability to meet the health and safety criteria outlined in the applicable Medicaid program if unaddressed. Effective risk mitigation strategies do not limit a beneficiary's right to dignity of experience, but rather work to address risks that may impede the person's ability engage in typical life experiences.

Service Request Form (SRF): The tool utilized by CAP DA Lead Agencies to determine if an individual meets CAP DA's threshold level of care requirements.

Transition: The process of moving a Participant out of an inpatient facility and into his or her home and community with supports.

Transition Coordinator: A person who has received training on MFP Transition Coordination protocols and is designated and supervised by the Contractor as responsible for coordinating the community resources that will be needed by a Participant who is transitioning back into the community.

Transition Quality Improvement Initiatives: The Department seeks to utilize this RFA to collaborate with selected contractors in developing, piloting and evaluating innovative methods for addressing systemic challenges that impede quality transition practices or compromise the beneficiary's community experience. Allowable Transition Quality Improvement Initiatives and additional specifications are outlined in section IV (p.12).

Transition Year Stability Resources (TYSR): Funding available to Participants to meet one-time or time-limited costs related to the Transition. \$3,000 per Participant is available for costs incurred from 60 days prior to transition to 360 days after transition. Parameters for TYSR payments are outlined in the NC MFP Operational Protocol (<http://www2.ncdhhs.gov/dma/moneyfollows/OperationalProtocolFinal.pdf>).

5.0 SCOPE OF WORK

I. EXPECTATIONS RELATED TO REQUIRED TRANSITION COORDINATION CAPACITIES

1. Education and Experience Requirements

- a. Contractor's identified transition coordinator must have a Bachelor's Degree in social work or other human

service discipline including but not limited to, recreational therapy and rehabilitation services and at least 2 years of experience as either a transition coordinator, discharge planner, options counselor, case manager or comparable position.

- b. Contractor assumes responsibility for ensuring identified transition coordinator is appropriately trained on the CAP DA program requirements and Medicaid eligibility (as relevant to CAP DA and PACE). NC MFP does not assume responsibility for providing CAP DA case manager training to staff hired by the Contractor. The Contractor must either directly or through partnership, have the existing skillset to provide CAP DA case management functions. Contractor, either directly or through partnership, shall follow current training requirements for CAP DA Lead Agencies.
- c. Contractor shall commit to transition coordinator to attend the *NC Community Transitions Institute*, if the transition coordinator has not already done so or received comparable training identified by the Department. Any registration fee shall be waived for all MFP transition coordination contractors, but travel expenses and any additional expenses associated with this attendance must be assumed by the Contractor.

II. REQUIREMENTS RELATED TO TRANSITION COORDINATION ACTIVITIES

Contractor shall follow all transition coordination expectations and protocols as specified by MFP:

1. Adherence to federal and state MFP requirements and practices, including:

- a. Compliance with MFP federal and state policy requirements;
- b. Compliance with MFP transition expectations as outlined in this RFA, in the MFP Operational Protocol (<http://www2.ncdhhs.gov/dma/moneyfollows/OperationalProtocolFinal.pdf>), or otherwise identified by MFP/DMA;
- c. Utilization of applicable MFP transition tools and procedures;
 - i. With prior approval from DMA, Contractor may propose alternative tools that streamline the documentation required by MFP and by CAP DA and/or PACE so long as the Contractor incorporates all required documentation elements into the revised tools.

2. Pre Transition: Essential Activities

- a. Preparation:
 - i. Meeting informally (either in person or by telephone call at a time convenient for the MFP Participant) with the individual and as appropriate, the Participant's representative, within three business days of receiving an approved MFP application to establish rapport and to map out the transition process, to identify key support needs related to housing and service eligibility, to identify team members for future planning meetings; to confirm individual's preference of desired service options (i.e. CAP DA or PACE) as applicable. The meeting shall be either in person or by telephone, but must be at a time and a method convenient to the Participant and as appropriate, the Participant's representative;
 - ii. Coordinating the completion and the submission of the CAP DA Service Request Form (SRF) as appropriate, to be completed and authorized by the first transition planning meeting.
- b. Enrolled Program Assessment and Eligibility Determination
 - i. For appropriate MFP Participants selecting CAP DA program as the desired long-term services program, the Contractor shall, in coordination with transition planning activities:
 1. Initiate CAP DA assessment (for individuals in Contractor's originating county) within 2 business days of SRF approval or within 2 business days of appropriate housing being secured;
 2. Complete assessment and either develop a service plan or issue CAP DA eligibility determination within 15 business days of initiating assessment or within 5 business days of housing being secured, whichever is shorter.
 - ii. For appropriate MFP Participants selecting PACE, as a desired long-term services program, the Contractor shall:
 1. Contact the PACE organization of the Participant's interest in PACE;
 2. Include PACE representatives on all communication;
 3. Ensure transition meeting times and dates accommodate the PACE organization's availability;
 4. Integrate PACE enrollment needs into transition planning activities and timelines;
 5. Maintain open communication with PACE staff to ensure quality, coordinated transition practices.
 - iii. If interested Participant's Medicaid eligibility has not yet been determined, the timelines in this section begin within 2 business days of DSS determining eligibility.

3. Transition Planning and Coordination:

- a. Conduct no less than two in-person transition IDT team meetings to ensure effective communication, coordination and appropriate completion of the transition plan.
 - i. The initial planning meeting shall occur within ten (10) business days of the Contractor receiving the MFP application.
- b. In addition to coordinating the necessary services and supports outlined in 3(d), the contractor shall screen for the following support needs, using a method identified by DMA/MFP for the following support needs:
 - i. Substance Addiction
 - ii. Behavioral Health support needs
 - iii. Peer Support needs
 - iv. Tenancy support needs
- c. If applicable, establish communication with CAP DA Lead Agencies and PACE organizations within the Contractor's catchment area but outside the Contractor's county, to ensure streamlined assessment and enrollment into appropriate services. This includes but is not limited to:
 - i. Notification to applicable organization after the Participant selects service option by either phone call or email.
 - ii. Confirm with the selected service the anticipated transition timeline and coordinate selected service's involvement in the transition planning activities.
 - iii. Coordination of transition planning meetings around the availability of selected service representatives.
- d. As a transition requires, establish communication with CAP DA Lead Agencies and PACE organizations *outside* the Contractor's catchment area to ensure streamlined assessment and enrollment into appropriate services, following the guidelines outlined in the Inter-Agency Handoffs section in this RFA.
- e. Working with Participant and identified team members, coordinate the securing of necessary services within the following domains:
 - i. Housing:
 1. Including coordination of housing unit applications, Targeting/KEY program enrollment and arrangement of necessary home modifications through the enrolled program, DVR-IL or other source as appropriate.
 - ii. Physical Health clinical supports:
 1. Ensuring a primary care physician and appropriate specialists are identified and initial post-transition appointments are made.
 - a. Including those clinicians who Participant may utilize through existing private insurance plan as applicable and appropriate under the Participant's enrolled program.
 2. Ensuring that the individual discharges with appropriate medications and prescriptions and any necessary follow up physician orders.
 - iii. Adaptive Equipment supports:
 1. Ensuring a Participant's adaptive equipment needs have been identified and met at the time of transition;
 2. Confirming which pieces of existing equipment will remain with the Participant and which pieces will remain with the facility; and
 3. Coordinating which funding source will be utilized to purchase any necessary adaptive equipment.
 - iv. Behavioral Health clinical supports:
 1. Coordinating the scheduling of appropriate behavioral health and substance addiction assessments with identified Behavioral Health MCO/LME and integrating subsequent recommendations into the transition planning process.
 - v. Linkage to appropriate community integration opportunities, which may include:
 1. Community networks valued by the individual prior to institutional placement (i.e. church, civic group, etc.).
 2. Coordination or linkage to employment and continuing education resources (i.e. Division of Vocational Rehabilitation) as indicated by the Participant, including but not limited to benefits counseling.
 - vi. Benefits Transfer
 1. Ensuring individual's Social Security payments, Medicaid coverage and any additional supplemental income supports are transferred upon discharge.
 - vii. Transportation Access:
 1. Ensuring individual has access to appropriate both medical and non-medical transit.
 - viii. Caregiver Supports Linkage:
 1. As appropriate, the Contractor will ensure Participant's caregiver network has clear

information about the caregiver resources available, including but not limited to, services available under CAP DA, PACE or through the Area Agency on Aging (AAA). Transition coordinator shall take steps to assist the caregiver(s) in understanding and as requested, accessing the options available.

- f. Crisis Prevention and Risk Mitigation Planning:
 - i. Ensuring individual has clear back up supports and access to 24/7 resources as clinically indicated that are sustainable after the individual's MFP participation year. Back up planning shall address, at minimum, the following scenarios:
 - 1. Urgent medical questions that do not necessitate 911/emergency;
 - 2. A behavioral health crisis;
 - 3. Personal support service staff fails to show as scheduled;
 - 4. Equipment essential to the individual's health and safety breaks down.
 - ii. Ensuring other dynamics that impact the Participant's ability to remain in his/her home are also identified and addressed prior to discharge. Topics include but are not limited to:
 - 1. Caregiver fatigue;
 - 2. Effective communication and management of personal care assistants;
 - 3. Effective household management (i.e. paying bills, household budgeting, lease compliance);
 - 4. Other dynamics as identified by transition coordinator, individual or IDT team members.
 - iii. Developing disaster planning as applicable to the Participant's living circumstance and geographic location. Scenarios include but are not limited to:
 - 1. Sudden loss of power that restricts access to cooling, heating or power necessary to run essential adaptive or medical equipment;
 - 2. Hurricane activity;
 - 3. Flooding;
 - 4. Inability to leave the home for prolonged periods of time due to ice, snow or other circumstances.
- g. Throughout the transition process, the Contractor shall:
 - i. Provide electronic or call-based updates with other transition team members no less than weekly or more frequently if needed to ensure effective and efficient transition coordination and to resolve issues effectively and expeditiously;
 - ii. Report to DMA any identified issues with transition coordination policy or contract requirements;
 - iii. Communicate regularly with nursing facility staff and provide them with any necessary documentation needed to facilitate their participation in the transition planning process;
 - iv. Help the Participant contact his or her Medicaid worker at the appropriate DSS to initiate the CCNC application process if appropriate and to address any outstanding Medicaid eligibility and enrollment issues that would impact the Participant's ability to transition and
 - v. Inform DMA and the Department's Adult Protective Services program of any suspected abuse, neglect or exploitation of a Participant immediately upon discovery.
- h. Pre-Discharge Final Preparation: In order to ensure the Participant does not experience a break in the continuity of services and supports, the Contractor must ensure the necessary housing, services and supports essential to the Participant's health and safety are in place and available to begin on the day of transition.
 - i. Essential supports and services shall be determined on an individualized basis but at minimum include:
 - 1. Participant's home has all essential utilities turned on (electricity, gas and emergency communication—telephone) and essential furniture is in place (e.g. bed);
 - 2. Home modifications necessary to ensure the person's health and safety are completed;
 - 3. Participant has personal supports or services necessary to meet the applicable program's health and safety standards in place and available on the day of the transition;
 - 4. Discharging facility has provided sufficient medications/prescriptions to cover the individual's needs until at least date of first community-based medical appointments.
 - ii. Contractor shall conduct additional tasks related to MFP's transition practice:
 - 1. Completion of MFP Quality of Life Survey
 - 2. Coordination with identified MFP staff to hold the MFP pre-transition briefing with MFP staff.
 - iii. Both the Contractor and DMA reserve the right to delay a transition date if either party determine essential supports and services are not effectively in place on the anticipated transition date.

- i. Requirements Related to Day of Transition:
 - i. Transition coordinator or case manager in the enrolled program is available in-person or minimally, by phone, to person and IDT team members at time of transition, regardless of time or day the transition occurs.
 - ii. Contractor shall troubleshoot any unexpected issues related to the Participant's service and supports that jeopardize the Participant's health and safety.
 - iii. Ensure, if applicable, confirmed linkage to "receiving" CAP DA or PACE agency if not the Contractor, with confirmation that services shall begin on a timeline that ensures service continuity and does not jeopardize the Participant's health and safety.
 - iv. Notify identified MFP staff by email that the transition has occurred.
- j. Post Transition, "Follow Along" Activities:
 - i. MFP's Follow Along Requirements for both regular and high engagement transitions are outlined in Attachment T of the MFP Operational Protocol (<http://www2.ncdhhs.gov/dma/moneyfollows/OperationalProtocolFinal.pdf>).
 - ii. For MFP individuals not meeting *High Engagement* Criteria, Contractor shall provide follow up support to in accordance with MFP's Follow Along protocols and for *no less* than three months after the transition date.
 - iii. For MFP individuals identified as *High Engagement*, Contractor shall provide follow up support in accordance with MFP's Follow Along protocols and for *no less* than one year after the transition date.
- iv. Follow Along requirements are the Contractor's responsibility even if another CAP DA or PACE agency is assuming ongoing support.
- v. Visits shall be structured as a conversation with individual and as applicable, the individual's supports.
- vi. Follow Along Visits shall:
 - 1. Obtain a general sense of how the Participant is doing post transition in all domains covered through transition planning process;
 - 2. Confirm that intended services and supports are in place and working as intended.
 - 3. The backup plan is remains current and relevant;
 - 4. That Participant's tenancy needs are being effectively addressed (i.e. bills are being paid, in good standing with landlord);
 - 5. Confirm that any agreements or arrangements identified through the transition planning and risk mitigation processes are still in effect.
- k. Post Transition: Critical Incident Reporting and Follow Up
 - i. For the duration of the individual's participation year, the Contractor shall:
 - 1. Report critical incidents as defined by MFP within the timelines specified by DMA.
 - 2. Initiate and provide critical incident debriefing and analysis in a manner as specified by MFP.
 - 3. Inform NC MFP within 48 (forty-eight) hours of learning that any of the following incidents have occurred:
 - a. Death of Participant
 - b. Reinstitutionalization
 - c. Unplanned emergency room visits
 - d. Hospitalization or utilization of crisis psychiatric services
 - e. Incarceration
 - f. Jeopardized housing (i.e., received warning or eviction notice)
 - g. Break downs in critical services or supports that jeopardize the Participant's health and safety, including but not limited to:
 - i. Direct support staff failure to show up, resulting in Participant's inability to meet basic ADL needs such as toileting or transferring.
 - ii. Breakdown in essential equipment that results in health and safety being jeopardized.
 - iii. Transportation breakdowns resulting in missed medical or behavioral health appointments
 - iv. Failure to access critical health services in a timely manner.
 - 4. Provide in-person visit to the Participant's home within 48 hours of learning of hospital discharge, coordinating with appropriate staff as needed to ensure Participant's post-discharge needs are being addressed including medication reconciliation and follow up appointments.
- l. Management of MFP Transition Year Stability Resources. Contractors shall have the capacity to coordinate and draw down authorized TYSR funding to cover the one-time, transition-specific expenses and individual may require. Contractor shall comply with TYSR requirements and protocols as outlined in the MFP Operational Protocol (<http://www2.ncdhhs.gov/dma/moneyfollows/OperationalProtocolFinal.pdf>) and in guidance provided by MFP staff. In order to expedite the transition process, the contractor agrees to purchase or otherwise secure start up needs eligible

for TYSR reimbursement and seek reimbursement from the MFP Project as part of its invoicing process.

- m. Disenrollment from MFP Demonstration Project
 - i. The MFP Participant may choose to voluntarily disenroll in MFP for any reason or the Contractor may recommend disenrollment for the reasons outlined in the NC MFP Operational Protocol (<http://www2.ncdhhs.gov/dma/moneyfollows/OperationalProtocolFinal.pdf>).
 - ii. Individuals who disenroll from MFP but transition out of the qualified facility do not count towards Contractor's benchmarks.
- n. Contractor shall be responsible for coordinating MFP disenrollment with the individual and the MFP state office, following disenrollment and due process protocols provided by MFP. Confirming roles and responsibilities of CAP DA and PACE
 - i. Nothing in this RFA shall be construed to limit or reduce a CAP DA case manager's responsibilities as outlined in the CAP DA Clinical Policy, regardless of the Participant's MFP status.
 - ii. Nothing in this RFA shall be construed to limit or reduce a PACE organization's responsibilities as outlined in the PACE Clinical Policy, regardless of the Participant's MFP status.
- o. Inter-Agency Handoffs: When a Participant transitions or intends to transition outside of the Contractor's catchment area, the originating and receiving transition coordination entities shall collaborate to address the specific circumstances of each transition. The Contractor shall:
 - i. Provide the receiving transition coordination entity, with information about the Participant and anticipated transition date;
 - ii. Draft an agreement outlining the pre- and post-transition duties of both the originating and receiving transition coordination entities and provide copies of the signed agreement to the Participant, Transition Team, and DMA. The agreement shall specify the Participant's needs in transitioning from one entity to another and shall also include the name of the person who will:
 - 1. Secure all necessary items and services outlined in the transition plan;
 - 2. Serve as the point of contact on the day of the Participant's transition; and
 - 3. Conduct pre- and post-transition activities, including the scheduling of pre-transition meetings and conducting post-transition follow along.
 - iii. Facilitate the exchange of information among the receiving transition coordination entity and DMA to ensure that pre- and post-transitions activities are completed in a timely and effective manner. Documents to be shared include, but are not limited to, medical records, case notes, transition and planning documents, original referral, housing documents, relevant correspondence between the Contractor and community services providers or Transition Team, and any other document that either entity deems relevant to the Participant's transition;
 - iv. Clearly identify how receiving entity will participate in pre-transition decision making if not otherwise responsible for the transition;
 - v. Interagency transitions facilitated by the Contractor shall count towards the Contractor's benchmark requirement so long as the process outlined in this section has been followed.

4. Participation in Transition Coordination Training and Continuing Learning Efforts

- a. Contractor shall participate in identified Participation in Transition Coordination Trainings
 - i. Contractor shall work with MFP staff to ensure all transition coordinators receive MFP orientation and transition coordination training (8 hours) within 30 days of hire.
- b. Contractor shall participate in MFP's Transition Coordination Meetings, which include
 - i. A monthly conference call
 - ii. An annual Transition Coordinator Meeting.
 - 1. Contractor will ensure both transition coordinator and direct supervisor attend annual Transition Coordination Meeting in person.
 - 2. Meetings shall be held in Raleigh to ensure a central location.
 - 3. Contractor assumes all travel expenses related to training.
- c. Quarterly contractor call to discuss Transition Quality Improvement Initiative progress and other contractor-specific topics related to transition activity or other activities outlined in the contract.

III. EXPECTATIONS RELATED TO MFP TRANSITION BENCHMARKS

1. Annual Transition Benchmarks:

- a. Contractor shall support no less than 14 referred individuals to transition, or no less than 80% of referred individuals in the event fewer than 18 applications are approved by MFP;
- b. Contractor may identify and support individuals currently on CAP DA waitlist list for transition, *so long as* individual meets MFP criteria; and
- c. An individual must have an approved MFP application on file with the state MFP office in order for any activity or transition to meet the requirements outlined in this contract.

- d. Clarification of Population Scope:
 - i. Contractor will transition the minimum number of MFP Participants specified in order to meet the terms of its contract, but may use resources provided to facilitate additional transitions either under MFP or outside of MFP.
 - ii. Contractor will serve as the sole transition coordination entity for MFP's aging and disability populations in identified catchment area.
 - iii. Contractor will not assume transition responsibility for MFP Participants with Intellectual and Developmental Disabilities whose transition is coordinated by the applicable regional Behavioral Health (MCO/LME). Contractor may need to coordinate linkage in instances where the Participant resides in a nursing facility.

2. Outreach Benchmark:

- a. Contractor shall partner with identified Local Contact Agency (LCA) within each AAA to jointly conduct both in-reach and outreach activities to potential MFP candidates.
- b. Contractor is not responsible for attending LCA bedside options counseling sessions with individual residents prior to resident's decision being made to enroll in MFP but may elect to do so in coordination with LCA representative.

IV. EXPECTATIONS RELATED TO SYSTEMS DESIGN

1. Through this initiative, the contractor is anticipated to design and test innovative transition practices that enable people with complex support needs to transition; improves the quality of transition and promotes person-centered principles. To this end, the contractor shall:
 - a. Identify and develop a **transition quality improvement plan** in one of the following identified areas:
 - i. Promoting dignity of risk and dignity of experience concepts within CAP DA or PACE eligibility determination and support strategies;
 - ii. Improving access to affordable and accessible housing options;
 - iii. Effective risk mitigation strategies for transitioning Participants with co-morbidities;
 - iv. Establishing partnerships with Behavioral Health MCO/LMEs to support transitioning individuals with identified behavioral health or substance addiction support needs.
 - v. Facilitating employment and continuing education outcomes to transitioned individuals under the age of 65;
 - vi. Effective and timely coordination with hospital discharge planning process and post-discharge follow up;
 - vii. Effective community inclusion strategies for individuals who may otherwise utilize adult day health services;
 - viii. Cultivating independent living skills among transitioned individuals including, but not limited to: household budgeting; appliances management; tenant and "good neighbor" responsibilities; public transit navigation; disease management;
 - ix. Innovative use of assistive technology to better support a transitioned individual;
 - x. Innovative practices in supporting the transition of individuals with Medicaid deductibles; or
 - xi. Innovative partnerships with local Divisions of Social Services to streamline and expedite CAP DA and PACE enrollment process for transitioning individuals.
 - b. In its application, the applicant shall identify the transition quality improvement plan topic it is interested in examining and provide a one-page summary outlining:
 - i. The topic selected;
 - ii. A description of the challenge experienced related to this topic;
 - iii. The proposed approach to addressing these challenges;
 - iv. Preliminary timelines for implementation;
 - v. Support or technical assistance needed from the Department; and
 - vi. Proposed measures for evaluating the success of the Plan.
 - c. Upon execution of the contract, the contractor shall be responsible for executing its proposed Transition Quality Improvement Plan.
2. Participate in MFP Transition Coordination Evaluation activity as requested to analyze long-term direction, scope and responsibilities of transition coordination function. This includes but is not limited to:
 - a. Time studies;
 - b. Survey responses;
 - c. Availability for in-person interview;
 - d. Documentation sharing; and
 - e. Other activities the evaluator or MFP state office may deem necessary.

3. Participation in stakeholder workgroup as identified by the Department to examine revisions necessary to the CAP waiver or the PACE program to better facilitate transition activity and community options for transitioning individuals.
4. Attendance at no fewer than two MFP quarterly stakeholder meetings (MFP Roundtable), including the "Year in Review" meeting, held each November.
 - a. Vendor shall also facilitate the attendance of interested MFP Participants or former MFP Participants as identified.
 - i. The vendor shall cover the initial costs of the Participant's travel
 - ii. MFP shall reimburse the vendor for these costs, in alignment with state travel reimbursement policy, as part of the vendor's monthly invoice.
5. Contractor shall also be prepared to provide a formal, 20 minute presentation at the November meeting of the Roundtable on its Transition Quality Improvement Plan activities and outcomes.

5.1 PROGRAMMATIC REQUIREMENTS AND PRIORITIES

To pilot transition concepts that are intended to expedite and streamline the transition process;

To prepare for key elements of Long-Term Services and Supports (LTSS) Medicaid Reform including expedited waiver assessments to minimize institutional stays and improved coordination of care with other responsible entities;

To better meet the transition population demand in identified catchment areas;

To test the theory that if case management and transition coordination are housed within the same entity, long-range transition timelines and outcomes will improve. Selected contractors will participate in DMA-sponsored evaluation of the transition process;

To strengthen essential cross-entity collaboration among partnering entities including but not limited to:

- a. Enrolled programs utilized by the MFP Participants, including Community Alternatives Program for Disabled Adults (CAP DA), Program of All-Inclusive Care for the Elderly (PACE) and Division of Vocational Rehabilitation Services - Independent Living Services (DVR-IL);
- b. Community Care of North Carolina;
- c. Behavioral Health Managed Care Organization/Local Management Entity (MCO/LME);
- d. DVR-Independent Living Services;
- e. Centers for Independent Living;
- f. Area Agencies on Aging;
- g. Regional medical centers/hospitals/acute care facilities.

To assist the State in examining the integration of concepts and services that build service capacity for transitioning individuals with high support needs:

- a. Examination of tele support technology where appropriate; and
- b. Examination of alternative living options for MFP individuals.

* Contractor is not expected to pursue these options for MFP Participants but rather to participate in exploration and discussion that will inform the future direction of the CAP DA waiver and its authorized living arrangements.

To partner with other selected applicants to examine and make recommendations on topics and concepts identified as Transition Quality Improvement initiatives.

5.2 CONTRACTOR RESPONSIBILITIES

a. Scope of Responsibility Requirements

- i. Contractor shall identify one or more full-time equivalent (FTE) staff to perform transition coordination function under this contract;
- ii. Contractor has flexibility in designing the transition coordinator function but may not add transition coordination responsibilities to an existing case manager role without a demonstrated reduction in case management caseload; and
- iii. Contractor shall have submitted proposed staffing plan as part of RFA procurement process and must secure Department approval for any proposed changes after award is made.

5.3 PERFORMANCE STANDARDS AND EXPECTATIONS

- a. Contractor shall support no less than 14 referred individuals to transition, or no less than 80% of referred individuals in the event fewer than 18 applications are approved by MFP;

5.4 REPORTING REQUIREMENTS

DMA will provide any necessary reporting templates to the Contractor within ten (10) business days of contract's execution date.

A. Within 30 business days of the contract's execution, the Contractor shall provide:

1. A project plan for each Transition Quality Improvement Initiative selected by the Contractor and included as one of its proposed Initiatives within its initial RFA application. Project plan elements include:
 - a. Description of the Challenge;
 - b. Identified steps for executing the Project Plan, including timelines and relevant data sources;
 - c. The Contractor's identified person responsible for managing the Project Plan; and
 - d. Proposed, Quantifiable Performance Measures and/or Outcome Measures.
2. DMA shall review and approve or propose changes within 10 business days of receiving the Plan.
3. DMA and the Contractor shall jointly refine the Project Plan, including outcome measures, as DMA deems necessary, prior to the Plans becoming final.
4. Plans shall be finalized and launched within 60 days of the contract's execution date.

B. Monthly Reporting:

By the fifteenth (15th) of each month, the Contractor shall report on activities of the prior month and submit the following items to DMA as part of its invoicing process:

1. Transition Reporting:
 - a. A monthly report with details on the status of each Participant assigned, including those in the process of transitioning and those in follow along status;
 - b. A final transition checklist and supporting documentation, including the MFP Final Transition Plan and a completed Quality of Life Survey for Participants who have transitioned that month;
 - c. TYSR documentation and receipts for each Participant for whom the Contractor facilitated TYSR supports in the reporting month;
 - d. Number of transitions facilitated by the Contractor who were not MFP Participants and not included in Contractor's benchmark.
2. Transition Quality Improvement Initiatives:
 - a. After the Contractor's Transition Quality Improvement initiative begins, the Contractor shall provide a one-page written status update on each initiative including:
 - i. Activities performed that address identified challenges;
 - ii. Lessons Learned (As applicable);
 - iii. Progress made on identified performance measures.
 - b. The Contractor shall prepare a PowerPoint slideshow of its Transition Quality Improvement initiative and preliminary findings for presentation at the November MFP Roundtable event each year of this Contract.

C. Ad Hoc Reporting:

Contractor shall comply with additional reporting requirements as needed for DMA to provide effective oversight of the Project. While these cannot be fully known at the time of execution, DMA anticipates the following:

1. Reporting related to Transition Coordination evaluation as outlined in Section IV, Expectations Related to Systems Design, section 2.
2. Assistance in communicating to selected Participants activities related to North Carolina's participation in the National Core Indicators Survey.
3. Anticipated transitions for an identified quarter.

DMA shall provide as much advance notice as practicable and will provide no less than 10 business days advance notice.

5.5 OTHER CONTRACTOR REQUIREMENTS

N/A

5.6 CONTRACTOR QUALIFICATIONS AND CAPACITY

Selected Contractors shall:

1. Have no less than two years of direct experience facilitating transitions from skilled nursing facilities either through MFP or directly through the Contractor's program.
2. Have the capacity to serve as transition coordination entity for all MFP transitions in the Contractor's Catchment Area, excluding transitions that are the responsibility of a Behavioral Health MCO/LME.
3. Have the capacity to comply with all CAP DA waiver requirements *and* the additional expectations outlined below and within this RFA, either directly or through a partnership agreement.
4. Have or build the capacity to facilitate and complete the CAP DA assessment process within the timeframes specified in this RFA. This expedited assessment process shall apply only to the contractor's county and shall not impact the contractor's ability to meet existing CAP DA timelines for non-MFP Participants. This expedited assessment process shall also apply to Participants who choose to self-direct their services.
5. Have the capacity to screen and link to applicable mental health and substance addiction services as needed, utilizing screening tools provided by MFP or identified by the Contractor.
6. Have capacity to facilitate access to peer supports or other resources that can assist the individual in preparing for community life.
7. Have the capacity to manage MFP's reimbursement-based Transition Year Stability Resource funds for identified MFP Participants, including the following activities:
 - a) Ability to provide "payment to community-based contractors (e.g. landlords, utility companies, home modification contractors) within 2 business days of need being identified to minimize risk of Participant losing access to housing, or other essential supports needed to ensure a quality transition;
 - b) Submit invoices to MFP for reimbursement on the timelines specified in the reporting requirements; and
 - c) Ability to maintain proper documentation of all purchases including receipts and tracking log of TYSR expenditures by Participant.
8. Commit to facilitating transitions into the following services used by MFP as indicated by the MFP Participant's preference and program eligibility requirements:
 - a) CAP DA; or
 - b) PACE (as applicable); or
 - c) Innovations Waiver program (as applicable).
9. Serve as or contract with a Referring Agency under NC's Targeting/KEY Housing program in order to streamline Participant access to housing units if needed.
10. Have access to the e-CAP/e-PACE reporting system, either directly or by identified partner.
11. Have the capacity to cover the travel costs of applicable beneficiaries who choose to attend an MFP Roundtable event. Contractor shall be reimbursed for these costs. Specific travel expense parameters shall be provided by the Department prior to contract's execution.
12. Have the ability to begin performance within 30 days of award.

5.7 APPLICATION ENHANCEMENTS OR ADDITIONAL CONSIDERATIONS

Additional consideration will be provided to Applicants who provide one or more of the following *Evidence of Partnership*.

1. Evidence of Partnership with regional PACE entity (as applicable).
2. Evidence of Partnership with local CCNC entity, including commitment to participate in pre-transition planning and for identified staff to participate in IDT planning meetings as appropriate and to enter a data sharing agreement with the applicant.
3. Evidence of Partnership with local Center for Independent Living (CIL), including a commitment to provide peer support services as requested. If the applicant intends to utilize the CIL to provide transition coordination under this contract, the Evidence of Partnership must also specify this.
4. Evidence of Partnership with regional Behavioral Health MCO/LMEs, including commitment to:
 - a. provide a point of contact for the applicant;
 - b. participate in pre-transition planning meetings as appropriate for all individuals for whom behavioral health or substance addiction services would be appropriate, including individuals with Traumatic Brain Injury;
 - c. Participate in post-transition IDT meetings as clinically indicated;
 - d. Ability to facilitate access to counseling/therapies that may be needed as a result of the individual's disability;
5. Evidence of Partnership with Local Contact Agency/Area Agency on Aging.
6. Evidence of Partnership with one or more regional hospitals/medical centers to examine how to streamline discharge planning and CAP assessment process.

7. Evidence of Partnership with Division of Vocational Rehabilitation regional office, including commitment to provide benefits counseling and vocational assessment to identified MFP Participants.

Evidence shall be in the form a letter from the partnering agency on organizational letterhead with an authorizing signature.

6.0 DIVISION RESPONSIBILITIES

The Division of Medical Assistance shall:

- Monitor the Contractor's performance.
- Reimburse the Contractor as described in "Reimbursement" below.
- Set a goal to have MFP applications reviewed and as appropriate approved and forwarded to the transition coordination vendor within 10 business days of receipt.
- Shall provide technical assistance as needed or as requested to comply with the terms of this contract.

6.1 Performance Oversight

Division and Contractor shall hold quarterly contract briefings at a mutually agreeable time, arranged by MFP staff. At each of these meetings, the Division and Vendor will assess the Vendor's progress and identify both positive trends and any difficulties experienced in supporting MFP Participants to transition or in meeting the terms of the contract.

If the Division determines that the Contractor's inability to comply with the terms of the contract can be addressed or remediated through changes in the Contractor's practices, the Division may require the Contractor to develop a corrective action plan for addressing areas of noncompliance.

The Division may elect to terminate this contract if it determines the Contractor cannot adequately satisfy the terms of this contract for any reason.

7.0 TERM OF CONTRACT, OPTIONS TO EXTEND

The performance period for this contract begins September 9, 2016 (or upon execution) and ends August 31, 2017. Up to two possible option years may be exercised by mutual agreement in accordance with the Terms and Conditions.

8.0 BUDGET

The contractor shall use the award for the sole purpose of carrying out the Scope of Work listed above. Use attachment A to describe how the funding will be used.

9.0 INVOICING AND REIMBURSEMENT

1. Activities provided under this contract must be separate and distinct from any activities for which the Contractor receives or seeks reimbursement through NC Medicaid fee for service claims. This includes but is not limited to services reimbursable under the CAP DA waiver or services otherwise reimbursable under the NC Medicaid State Plan.
2. The contractor shall submit a monthly invoice for:
 - \$6,850 (1/12 of the annual contract value) for program administration
 - Actual TYSR payments issued to or on behalf of Participants
 - Travel reimbursements for MFP Participants or former Participants who participated in MFP Roundtable.

10.0 THE APPLICATION PROCESS

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

- 1) RFAs are being sent to prospective agencies and organizations.

- 2) Written questions concerning the RFA specifications will be received until the date specified on the cover sheet of this RFA. A summary of all questions and answers will be posted on the RFA web site.
- 3) Applications will be received from each agency or organization. The original must be signed and dated by an official authorized to bind the agency or organization.
- 4) All applications must be received by the funding agency not later than the date and time specified on the cover sheet of the RFA. Faxed applications will not be accepted.
- 5) At that date and time the applications from each responding agency and organization will be logged in.
- 6) At their option, the evaluators may request additional information from any or all Contractors for the purpose of clarification or to amplify the materials presented in any part of the application. However, agencies and organizations are cautioned that the evaluators are not required to request clarification: therefore, all applications should be complete and reflect the most favorable terms available from the agency or organization.
- 7) Applications will be evaluated according to completeness, content, experience with similar projects, ability of the agency's or organization's staff, cost, etc. The award of a grant to one agency and organization does not mean that the other applications lacked merit, but that, all facts considered, the selected application was deemed to provide the best service to the State.
- 8) Agencies and organizations are cautioned that this is a request for applications, and the funding agency reserves the unqualified right to reject any and all applications when such rejections are deemed to be in the best interest of the funding agency.

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. Successful Contractors will be notified by September 1, 2016.
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 organizations 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

This section includes what the Contractor is required to provide the division with its application response. *The Contractor must clearly demonstrate (describe) in its proposal response* how the Contractor's Organization will meet or address the programmatic requirements described in the scope of work section of the RFA. The Contractor proposal shall include the following items in this specific order and clearly marked as such.

Whenever possible, use appendices to provide details, supplementary data, references, and information requiring in-depth analysis. These types of data, although supportive of the proposal, if included in the body of the design, could detract from its readability. Appendices provide the proposal reader with immediate access to details if and when clarification of an idea, sequence or conclusion is required. Time tables, work plans, schedules, activities, and methodologies, legal papers, personal vitae, letters of support, and endorsements are examples of appendices.

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

A. Initial Pages

- 1) Cover page with all fields completed, signed by an authorized official of the Contractor organization
- 2) Pages 2-15 of this RFA

B. Proposal Summary: (12 page limit)

Items 3-7 shall not exceed twelve (12) double-spaced, typed pages, excluding letters of support, separate diagrams, and Terms and Conditions:

- 3) Approach to the project, including identification of key partners.
- 4) An affirmation or description of how the applicant meets each Contractor Qualification listed in Section 5.6 (p.15).
- 5) A staffing plan, describing how the transition coordinator function will be integrated into the applicant’s current structure, stating the names and qualifications of staff currently in place and job descriptions for vacant positions, including anticipated caseload number of transition coordinator.
- 6) One page transition quality improvement plan as described in Section 5: Scope of Services, IV.1. (p.12).
- 7) Applicant responses to “Application Enhancement” items on pp. 15-16.

C. Supporting documents excluded from twelve (12) page limit:

- a. An organizational chart identifying the personnel who will be assigned to work on this project.
- b. Budget (attachment A)
- c. Letters of support from key partners and proposed subawardees, including those submitted in response to Section 5.7: “Application Enhancement”, if any.
- d. Applicable Terms and Conditions (select and attach the appropriate Terms and Conditions for your

APPLICATION ACCEPTANCE CRITERIA		RFA Section	YES	NO
1	Was the contractor’s application received by the deadline specified in the RFA?			
2	Vendor proposal includes all required affirmative statements, assurances and certifications signed by the vendor’s responsible representative, as described in Appendix B of the RFA			
3	Included in those certifications, the contractor states that it is not excluded from entering into a contract with DHHS/State due to restrictions related to the federal debarment list, etc.			
4	Vendor meets eligibility requirements as stated in Section 2.0			
5	Vendor meets the minimum Qualification Requirements as described in Section 5.6			
6	Program’s review of the Contractor verifies that the vendor is not excluded from contracting with DHHS/State for any unresolved finding for recovery			
7	Vendor is not on the IRAN Divestment List			

organization type from Appendix A).

- D. Submit complete Application, including signature of authorized representative, to Diane Upshaw (diane.upshaw@dhhs.nc.gov) no later than 5:00 p.m. on August 31, 2016.**

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.

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 Factor	Score
Approach to the project, including identification of key partners.	40
Affirmation or description of how the applicant meets each Contractor Qualification listed in Section 5.6 (p.15)	Applications not meeting all Contractor Qualifications will not be eligible for award.
Staffing Plan (p.13)	40
One page transition quality improvement plan as described in Section 5: Scope of Services, IV.1. (p.12)	20
"Application Enhancement" items (pp. 15-16)	10
Total Score	110

ATTACHMENT A
LINE ITEM BUDGET AND BUDGET NARRATIVE

CATEGORY	ITEM	NARRATIVE	AMOUNT
SALARY/WAGE			
FRINGE BENEFITS			
SUPPLIES MATERIALS			
EQUIPMENT			
TRAVEL			
STAFF DEVELOPMENT			
SUB CONTRACTORS			
OTHER			
Total			

APPENDIX A

TERMS AND CONDITIONS

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.

NCDHHS TC1009 (General Terms and Conditions) (Private Entities) (Rev. 10.15.13)

Indemnity and Insurance

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

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

- (1) **Worker's Compensation Insurance:** The Contractor shall provide and maintain worker's compensation insurance, as required by the laws of the states in which its employees work, covering all of the Contractor's employees who are engaged in any work under the contract.
- (2) **Employer's Liability Insurance:** The Contractor shall provide employer's liability insurance, with minimum limits of \$500,000.00, covering all of the Contractor's employees who are engaged in any work under the contract.
- (3) **Commercial General Liability Insurance:** The Contractor shall provide commercial general liability insurance on a comprehensive broad form on an occurrence basis with a minimum combined single limit of \$1,000,000.00 for each occurrence.
- (4) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (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
NCDHHS TC1009 (General Terms and Conditions) (Private Entities) (Rev. 10.15.13)

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

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

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

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

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

Intellectual Property Rights

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

Federal Intellectual Property Bankruptcy Protection

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

NCDHHS TC1009 (General Terms and Conditions) (Private Entities) (Rev. 10.15.13)

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.

NCDHHS TC1009 (General Terms and Conditions) (Private Entities) (Rev. 10.15.13)

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 Acknowledgement and Policy
2. State Grant Certification – No Overdue Tax Debts
3. IRS Tax Exemption Letter
IRS Tax Exemption Verification Form (Annual)
4. Federal Certifications
5. State Certifications
6. Iran Divestment Act
7. FFATA Subawardee Reporting Form
8. Data Protection
9. Business Associate Addendum

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of _____

County _____

I, _____, Notary Public for said County and State, certify that
_____ personally appeared before me this day and acknowledged
that he/she is _____ of _____
[name of Organization]

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

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

(Official Seal)

Notary Public

My Commission expires _____, 20 ____

Instruction for Organization:

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

Name of Organization

Signature of Organization Official

Conflict of Interest Policy Example

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

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

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

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

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

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

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

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

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

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

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

Approved by:

##ContractorName##

Name of Organization

Signature of Organization Official

Date

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.

(Notary Signature and Seal)

My Commission Expires: _____

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.”

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: _____

By: _____
Signature Date

Printed Name Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address:
<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>
and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

*The Non-Profit Contractor must provide a copy of their IRS Tax Exemption Status Letter.
If DHHS already has a copy of that document electronically on file, the annual verification must be submitted
validating that their Tax Exempt Status has not changed.*

IRS Tax Exemption Verification Form (Annual)

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

Name of Agency _____

Chairman, Executive Director, or other Authorized Official

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

Notary Public

My Commission expires: _____

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [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.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Title

Contractor Name

Date

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

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

- 1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. 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;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor’s policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. 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);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. 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:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. 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
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street

City, State, Zip Code

Street

City, State, Zip Code

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

III. Certification Regarding Environmental Tobacco Smoke

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

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

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

Instructions

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

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

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

V. Certification Regarding Lobbying

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

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

VI. Disclosure Of Lobbying Activities

Instructions

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. 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.
12. 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.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. 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.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. 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): \$ _____ € actual € 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:
 - (a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) 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

Signature of Contractor's Authorized Agent Date

Printed Name of Contractor's Authorized Agent Title

Signature of Witness Date

Printed Name of Witness Title

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

Federal Funding Accountability and Transparency Act (FFATA) Data Reporting Requirement
 NC DHHS, Division of Medical Assistance Subawardee Information

A. Exemptions from Reporting

1. Entities are **exempted** from the entire FFATA reporting requirement if **any** of the following are true:
 - The entity has a gross income, from all sources, of less than \$300,000 in the previous tax year
 - The entity is an individual
 - If the required reporting would disclose classified information
2. Entities who are not exempted entirely from FFATA reporting may be exempted from the requirement to provide executive compensation data. This executive compensation data is **required ONLY if both below are true**:
 - More than 80% of the entity's gross revenues are from the federal government **and** those revenues are more than \$25 million in the preceding fiscal year
 - Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

By signing below, I state that the entity listed below is exempt from:

The entire FFATA reporting requirement:

- as the entity's gross income is less than \$300,000 in the previous tax year.
- as the entity is an individual.
- as the reporting would disclose classified information.

Only executive compensation data reporting:

- as at least one of the bulleted items in item number 2 above is not true.

Signature _____ Name _____ Title _____

Entity _____ Date _____

B. Reporting

1. **FFATA Data** required by all entities which receive federal funding (except those exempted above) per the reporting requirements of the *Federal Funding Accountability and Transparency Act* (FFATA).

Entity's Legal Name _____ Contract Number _____

- Active SAM registration record is attached
 An active registration with SAM is **required**
 (go to www.sam.gov for more info about SAM)

Entity's DUNS Number _____ Entity's Parent's DUNS Nbr (if applicable) _____

Entity's Location

↘ **Primary Place of Performance for specified contract**
 Check here if the address is the **same** as Entity's Location

street address _____
 city/st/zip+4 _____
 county _____

street address _____
 city/st/zip+4 _____
 county _____

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

Title	Name	Total Compensation
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

DATA PROTECTION

The requirements of this section apply to all data that the Business Associate may create, receive, maintain, or transmit on DMA's behalf under the terms of this contract. The requirements apply regardless of the Business Associate's status as a HIPAA covered entity.

General Provisions

Business Associate agrees to maintain DMA claims data separately from other data sources in order to ensure data integrity and maintain data security. DMA information is confidential "protected health information" that may be used and disclosed only in accordance with Division of Medical Assistance (DMA), DHHS, State, and federal laws and regulations, including the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), and its implementing regulations, 45 CFR Parts 160, 162, and 164, including the Omnibus Rule. Data should be maintained in keeping with the requirements of the HIPAA and 256-bit encryption must be used for data in transit.

Furthermore, all information listed in N.C.G.S § 14-113.20(b) as "identifying information" such as social security numbers, employer taxpayer identification numbers, drivers license numbers, and any other numbers or information that can be used to access a person's financial resources, may be used and disclosed only in accordance with the NC Identity Theft Protection Act, N.C.G.S. § 75-60 through 65 and N.C.G.S. § 132-1.10. The Business Associate, its employees, agents, and contractors must protect all such information against theft and misuse at all times: in storage, while in use, and in transit.

The parties agree that for data that is created, received, maintained, or transmitted for the purposes of fulfilling the terms of this contract, DMA has the role of the covered entity under HIPAA and the data owner under NC ID Theft law N.C.G.S. § 75-65(a). The Business Associate does not own the data, but "maintains" or "possesses" the data under the provisions of N.C.G.S. § 75-65(b). The Business Associate shall not take any independent action to notify oversight agencies such as the US Secretary of Health and Human Services or the NC Attorney General's office, or the individuals involved. Any recipient notification or notification of oversight agencies shall be performed directly by DMA or with the approval of DMA. Though the Business Associate may generate a suggested draft, the language of the recipient letter shall be determined and approved by DMA.

Notification of DMA

The Business Associate agrees to notify the DMA when a security or privacy incident takes place. A security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, see 45 CFR 164.304. A privacy incident means an event in which there is *reason to suspect* a breach under HIPAA, that is, the acquisition, access, use, or disclosure of protected health information in a manner not permitted under 45 CFR 164 subpart E (Privacy of Individually Identifiable Health Information) which compromises the security or privacy of the protected health information.

The Business Associate shall report to DMA as soon as practical but no later than 24 hours after the discovery of the suspected security incident or privacy incident. The initial report may consist of general information, with more detail to follow as the investigation continues. The requirement to notify DMA is satisfied by notifying the NC DHHS Office of Privacy and Security at: <http://www.ncdhhs.gov/ps/>.

Risk Assessment and Recipient Notification

When a privacy or security incident has occurred, the Business Associate shall:

- notify DMA immediately, but no later than 24 hours;

- provide detailed information, providing complete and accurate answers to questions from DMA within 1 business day unless otherwise agreed upon by both DMA and the Business Associate;
- investigate the incident to determine what, if any, information was disclosed and provide this to DMA within 5 days
- complete a risk assessment within 5 business days of the event and make a preliminary assessment regarding the presence of significant risk of compromise to the data;
- provide a list of all recipients affected within 5 business days of the event;
- update DMA as more information becomes available;
- provide all additional information required by HIPAA (including 45 CFR 164.410) and NC Identity Theft statutes within 5 days of the event;
- perform action to mitigate the compromise of the data and harm to the individuals involved and report this to DMA within 10 days;
- determine the cause of the incident and perform remediation such as training, and policy/process changes to prevent these events in the future and report this to DMA within 10 days;
- pay all costs of notification or provide the notification, at the discretion of the DMA;
- promptly provide any information requested related to privacy/security issues to DMA and remediate problems raised by DMA staff.

Accounting of Disclosures

When it is concluded that the acquisition, access, use, or disclosure of protected health information in a manner not permitted under 45 CFR 164 subpart E (Privacy of Individually Identifiable Health Information) which compromises the security or privacy of the protected health information has taken place, the Business Associate shall send Sury Gundarapu the following information via secure email (portal here:

<https://web1.zixmail.net/s/login?b=ncdhhs>):

- Date of event
- Names and MIDs of the individuals involved
- Description of information disclosed
- Name, address, and phone number of the individual or entity to whom the data was disclosed

Designated Record Set

The Business Associate shall evaluate their records to identify the records that qualify as a Designated Record Set as defined in 45 CFR 164.501 and required in 45 CFR 164.524 and shall give this information to DMA upon request. The Business Associate shall provide copies of records and allow amendments when required by the HIPAA Privacy Rule (45 CFR 164.526). Copies of records shall be given to DMA within 5-10 business days of the request. There shall be no supplemental charge for these processes.

Policies

The Business Associate shall comply with NC ITS Security standards Chapter 13 (Detecting and Responding to IS Incidents,

<http://it.nc.gov/document/statewide-information-security-manual>

as well as the DHHS Privacy and Security Information Incident Management Policy

Privacy: <https://www.ncdhhs.gov/about/administrative-divisions-offices/office-privacy-security>

Security (Chapter 10):

http://info.dhhs.state.nc.us/olm/manuals/dhs/pol-80/man/Security_Manual.pdf

The Off-Site Storage Security Standard (<https://security.dhhs.state.nc.us/files/Polices-Standards/Off-Site-Storage-Standard.pdf>)

The Business Associate shall comply with all DHHS Privacy and Security Policies <http://info.dhhs.state.nc.us/olm/manuals/dhs/pol-80/man/> (<http://info.dhhs.state.nc.us/olm/manuals/dhs/pol-80/man/>) including the HIPAA Breach Notification for Unsecured PHI policy.

Data Destruction

Section 5c of the attached business associate agreement contains provisions regarding the return or destruction of PHI after the end of this agreement. The Business Associate agrees to notify DMA in writing of the disposition of the data (usually destruction, though other options may be considered as per the BAA) when this project is completed.

Record Retention: Records shall not be destroyed, purged, or disposed of without 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 involved 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. Records involved in Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

**NORTH CAROLINA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM
Effective 8/1/13**

This Agreement is made effective the ___ day of _____, 201__, by and between _____ (name of Division, Office or Institution) (“Covered Entity”) and _____ (name of contractor) (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled (identify contract) _____ (the “Contract”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of the North Carolina Department of Health and Human Services (the “Department”) that has been designated in whole or in part by the Department as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
- b. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as modified and amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- c. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- d. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164.
- e. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- g. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or the person to whom the authority involved has been delegated.
- h. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

- b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 C.F.R. § 164.410.
- e. Business Associate agrees, in accordance with 45 C.F.R. § 164.502(e)(1) and § 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- f. Business Associate agrees to make available protected health information as necessary to satisfy Covered Entity's obligations in accordance with 45 C.F.R. § 164.524.
- g. Business Associate agrees to make available Protected Health Information for amendment and incorporate any amendment(s) to Protected Health Information in accordance with 45 C.F.R. § 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to make available the information required to provide an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528,.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:
 - 1) the disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

- 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
- 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. Effect of Termination.

- 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

PLEASE PRINT NAME

SIGNATURE

Date