

REQUEST FOR APPLICATIONS
North Carolina WIC Lactation Area Training Centers for Health (LATCH)
RFA # FY2025-2026WIC-CNS-LATCH-RFA

RFA Posted	March 28, 2025		
Questions Due	April 11, 2025		
Applications Due	April 24, 2025		
Anticipated Notice of Award	June 20, 2025		
Anticipated Performance Period	October 1, 2025 - September 30, 2026		
Service	Enhancing breastfeeding support in the North Carolina Special Supplemental Nutrition Program for Women, Infants, and Children		
Issuing Agency	NC DHHS, Division of Child and Family Well-Being, Community Nutrition Services Section		
E-mail Applications and Questions to	Kim Lovenduski	Email	NSB.contracts@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:	UEI Number:
Signature of Authorized Representative:	Date:

Unsigned or Incomplete Applications Shall Be Returned Without Being Reviewed

NOTICE OF AWARD/FOR NC DHHS USE ONLY: Application accepted and Contract # _____ awarded on _____. The Contract shall begin on _____ and shall terminate on _____.

By: _____
Signature of Authorized Representative Printed Name of Authorized Representative Title of Authorized Representative

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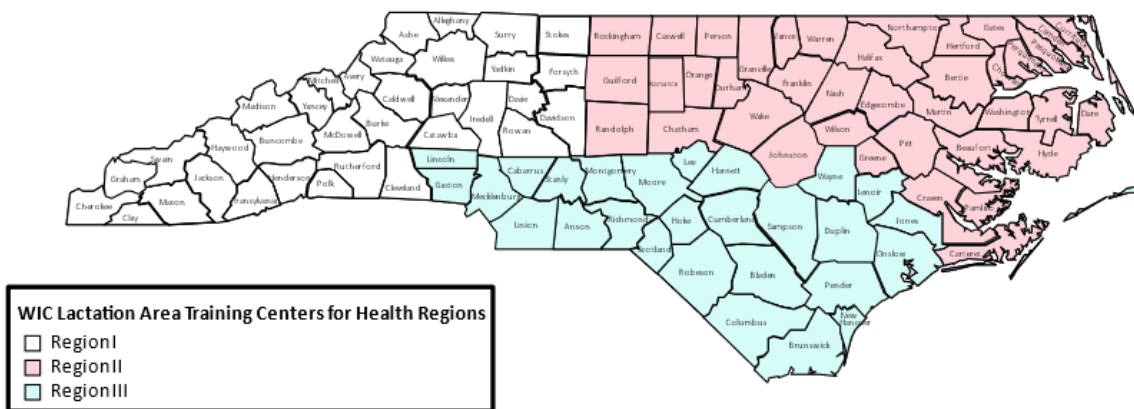
1.0 INTRODUCTION

The North Carolina Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) seeks to enhance breastfeeding support through the complementary services of the WIC Lactation Area Training Centers for Health (WIC LATCH), providing statewide coverage across three regions. This initiative aims to strengthen continuity of care among local WIC agencies, healthcare providers, and the community through lactation training, outreach, and collaboration.

1.1 PURPOSE

The purpose of this Request for Application (RFA) is to award up to three public or nonprofit entities and provide funding to support WIC Lactation Area Training Centers for Health (WIC LATCH) within three designated regions, each with the equivalent of at least one full-time position funded. These entities will support North Carolina's 85 local WIC agencies, serving all 100 counties, by providing training, fostering collaboration, and ensuring statewide consistency in breastfeeding support services.

Eligible applicants must include a plan for statewide service coordination in their proposal. Preference will be given to applicants who demonstrate the ability to coordinate statewide services across all regions, ensuring continuity, consistency, and comprehensive coverage throughout the state via a single contract.



This project is intended to improve breastfeeding rates among WIC participants by addressing gaps in care through training, collaboration, outreach, and by helping to strengthen continuity of care, fostering a coordinated and knowledgeable network of support, to build resilience, enhance communication, and ensure that families receive consistent, high-quality care that promotes sustained breastfeeding success. The WIC LATCH will help ensure public health agency staff funded by the WIC Program and other health professionals serving the eligible population have routine and ready access to accurate, standardized, evidence-informed lactation management training, support services, and continuing education. Local WIC agencies apply this enhanced knowledge and infrastructure to support WIC Program participants in achieving their infant feeding goals.

1.2 BACKGROUND

- A. Background: The North Carolina Department of Health and Human Services' mission statement is: In collaboration with our partners, DHHS provides essential services to improve the health, safety, and well-being of all North Carolinians. The Division of Child and Family Well-Being works to promote healthy and thriving children in safe, stable, and nurturing families, schools, and communities. The Division includes complementary programs that primarily serve children and youth to improve their health and well-being. The Community Nutrition Services Section administers the WIC Program in North Carolina. WIC is federally funded. The mission of the WIC Program is to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and young children by providing nutritious foods, nutrition education, breastfeeding support, and referrals to healthcare and social services.
- B. Goals and Objectives: This project is intended to improve breastfeeding rates among WIC participants by addressing gaps in care through training, collaboration, outreach, and by helping to strengthen continuity of care, fostering a coordinated and knowledgeable network of support, to build resilience, enhance communication, and ensure that families receive consistent, high-quality care that promotes sustained breastfeeding success. The WIC LATCH will help ensure public health agency staff funded by the WIC

Program and other health professionals serving the eligible population have routine and ready access to accurate, standardized, evidence-informed lactation management training, support services, and continuing education. Local WIC agencies apply this enhanced knowledge and infrastructure to support WIC Program participants in achieving their infant feeding goals.

One of the goals of the WIC Program is to increase the proportion of parents who provide human milk to their infants and young children, aligning with an objective of Healthy People 2030. Healthy People 2030, launched by the United States Department of Health and Human Services, sets data-driven national objectives to improve population health every decade. In its fifth iteration, Healthy People 2030 builds on the previous efforts to address the latest public health priorities. Its objective for breastfeeding is to increase the proportion of infants who are breastfed to:

- a. 54.1% at 12 months
- b. 42.4% exclusively through 6 months¹

The American Academy of Pediatrics (AAP) recommends exclusive breastfeeding through six (6) months and continued breastfeeding with complementary foods for at least two (2) years, as long as mutually desired. North Carolina data from the Centers for Disease Control and Prevention's (CDC) 2024 National Immunization Survey shows opportunities for improvement. Although 83.5% of parents initiate breastfeeding only 28.3% of infants are exclusively breastfed through six (6) months and at 12 months only 38.4% of infants are receiving any human milk, falling well below the Healthy People 2030 objective.³

- C. **Outcomes and Deliverables:** The contract(s) resulting from this RFA will provide the following services, to assist the State in achieving the Healthy People 2030 and AAP objectives:
 - Technical expertise and staff resources to effectively build and sustain programs that provide breastfeeding parents with the support they need to initiate and maintain breastfeeding.
 - Access to an International Board-Certified Lactation Consultant (IBCLC) to help public health agency staff increase breastfeeding management knowledge and skills.
 - Assistance with building community connections in breastfeeding support thereby aiding local WIC agency staff with establishing and maintaining collaborative partnerships.
 - Resources to assist local WIC agencies in implementing and maintaining successful Breastfeeding Peer Counseling programs, which require trained staff for implementation, maintenance, and ongoing technical assistance.
 - Clinical support for high-risk cases, particularly in areas without lactation-trained medical professionals, by bridging gaps in access for families in need.
- D. **Beneficiaries:** The beneficiaries include local WIC agency staff, community partners supporting breastfeeding in the catchment area served.
- E. **Target Population Served:** Health agency staff, and other medical professionals serving the WIC-eligible population.
- F. **Primary Counties Served:** The project will serve all 100 counties, divided into three regions.

2.0 ELIGIBILITY

To be eligible for the WIC LATCH funding, an applicant must be a North Carolina-based public or private non-profit institution. Private non-profit institutions must document their 501(c)(3) status and be registered to do business in the State of North Carolina prior to contract execution. Public agencies must submit a legal document verifying both their legal name and federal tax identification number. Entities providing direct Breastfeeding Peer Counseling Program services to WIC participants through the Breastfeeding Peer Counselor grant funding are not eligible to apply for WIC LATCH funding.

3.0 AWARD INFORMATION

Preference will be given to applicants demonstrating the ability to coordinate statewide services across all regions to ensure continuity, consistency of services, and comprehensive service coverage throughout North Carolina through a single contract. Eligible applicants must address how statewide services will be coordinated as part of their proposal.

3.1 SOURCE OF FUNDS AND PASS THROUGH REQUIREMENTS

Federal Award Identification Number: 10.557

Federal Award Date: Annually, October 1st through September 30th

Subaward Period of Performance: October 1, 2025 – September 30, 2026, with two optional years

Amount of Federal Funds Obligated by this Action: Up to \$525,000

Total Amount of Federal Funds Obligated to the Subrecipient: Up to \$175,000 per Region

The total funding available through this RFA is \$525,000 per year and \$1,575,000 over three (3) years.

Federal Award Title: Special Supplemental Nutrition Program for Women, Infants, and Children

Federal Awarding Agency: US Department of Agriculture, Food and Nutrition Service

Is award R&D: No

3.2 FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

As a subrecipient of federal funds, each selected grant recipient will be required to provide certain information required by the Federal Funding Accountability and Transparency Act (FFATA), including the organization's UEI number. Please see <https://sam.gov/> for free registration. Additional information about FFATA is available is at <https://www.fsr.gov/>.

4.0 DEFINITIONS, ACRONYMS AND ABBREVIATIONS

Definitions

Clinical Lactation Management: the science and art of assisting pregnant and lactating parents with breastfeeding.

Acronyms

IBCLC: International Board-Certified Lactation Consultant

RLT: Regional Lactation Trainer

WIC: Special Supplemental Nutrition Program for Women, Infants, and Child

WIC LATCH: WIC Lactation Area Training Centers for Health

5.0 SCOPE OF WORK

Successful implementation of WIC LATCH will improve breastfeeding outcomes for WIC families through strengthening the continuity of care among local WIC agencies, healthcare providers, and community organizations throughout the state of NC. Key priorities include building a skilled lactation workforce, fostering strong partnerships, and providing clinical lactation management to create a supportive environment for families. These efforts will ensure families receive consistent information, education, and guidance throughout their breastfeeding journey.

By addressing gaps in continuity of care, the project aims to reduce early breastfeeding cessation, a known barrier to achieving optimal health outcomes. The following services shall be provided by the LATCH Contractor(s):

- A. **Training:** In each region, the RLT is required to conduct the following training sessions each contract year:
 - a. Provide three (3) orientation training sessions for peer counselors using the state approved, standardized curriculum.
 - i. Training Schedule:
 - 1. Training sessions must be scheduled to avoid overlapping across regions, with no more than one (1) orientation training held per month across all regions.

2. RLTs are responsible for coordinating and staggering sessions across regions to ensure continuous availability throughout the contract year.
- ii. Training Components:
 1. The peer counselor orientation shall include:
 - a. Independent study: including readings and reflections
 - b. Shadowing: of current peer counselors
 - c. Live instruction: A total of six (6) days of live instruction, which shall consist of up to four (4) virtual sessions and a minimum of two (2) in-person sessions within the RLT's region. All virtual or in-person sessions must be consecutive days within the same workweek.
- b. Provide the Community Nutrition Services Section with seven (7) half-days of assistance for orientation training sessions for WIC Competent Professional Authorities (CPA) using the state approved, standardized breastfeeding curriculum.
 - i. Training Schedule:
 1. Training sessions shall begin in January and September.
 2. RLTs are responsible for coordinating and staggering their assistance days across the regions to ensure consistent coverage throughout all orientation training sessions, avoiding overlaps.
 - ii. Training Components:
 1. Live instruction: Each training course consists of a total of ten (10) half days provided over five (5) consecutive weeks, with two (2) half-days per week.
- c. Provide two (2) orientation trainings to WIC-Designated Breastfeeding Experts (DBE) using state approved standardized curriculum.
 - i. Training Schedule:
 1. Training sessions shall be conducted in October and March.
 2. The RLTs are responsible for coordinating with each other to provide virtual days collaboratively and conduct the in-person day independently across the State.
 3. The virtual training days must be consecutive.
 4. The in-person training day must be held at least two (2) weeks after the completion of the virtual days.
 - ii. Training Components:
 1. The WIC-designated breastfeeding expert orientation shall include:
 - a. Independent Study: Readings, learning modules, and assessments.
 - b. Live Instructions: Spans three (3) days, consisting of:
 - i. Virtual: Two (2) days
 - ii. In-person: One (1) day.
 - iii. Training Location:
 1. The in-person live instructional day must be conducted within the RLT's region.
- d. Provide four (4) continuing education trainings for peer counselors, Breastfeeding Peer Counseling program managers, and Community Nutrition Services Section staff on clinical lactation management, aligning with the peer counselor's scope of practice as outlined, in the [WIC Program Manual Chapter 9: Breastfeeding Program Management, Attachment 7](#).
 - i. Training Schedule:
 1. Training sessions shall be conducted in November, February, May, and August.
 - ii. Training Components:
 1. Training sessions must be delivered as live instruction.
 2. Training sessions must include facilitated opportunities for peer counselors and Breastfeeding Peer Counseling Program managers to network and collaborate with counterparts from other local WIC agencies.
 - iii. Training Location:
 1. At least one (1) training must be conducted in person. In-person training locations should be centrally located to attendees, and if the training is not centrally located, future sessions must rotate locations to distribute travel burdens equitably.
- e. Provide two (2) continuing education training sessions for WIC-designated breastfeeding experts and Community Nutrition Services Section staff on clinical lactation management.
 - i. Training Schedule:

1. Training sessions shall be conducted in October and April
 - ii. Training Components:
 1. Training sessions must be delivered as live instruction.
 - iii. Training Location:
 1. The RLT may determine whether the training sessions are conducted virtually, or in-person based on the training objectives. In-person training locations should be centrally located for attendees. If the location is not centrally located, future sessions must rotate to equitably distribute travel obligations.
- f. Provide ten (10) in-service or continuing education sessions for public health or other medical professionals serving the WIC-eligible population on clinical lactation management.
- i. Training Components:
 1. Sessions must be delivered as live instruction.
 2. Each session must be presented to a specific organization or audience, with clinical lactation management topics tailored to their specific needs. However, up to three (3) sessions may be promoted for general audiences with open registration (e.g., an open live webinar on milk expression for lactation professionals, promoted on the organization's website). If this option is pursued, sessions must be recorded and made available on the organization's website for the duration of the contract year.
 - ii. Training Location:
 1. At least two (2) training sessions must be conducted in-person.
 - iii. Participation Requirements:
 - a. Ensure that in-service continuing education sessions reach a total of at least 75 unduplicated participants.
- g. Provide the demonstration portion via live virtual platform for the Breastfeeding Supplies Competency Training sessions, as needed for up to 40 local WIC agency staff.
- i. Training Location:
 1. The RLT will coordinate with each local WIC agency staff member in the assigned region to determine whether the demonstration training will be conducted virtually or in-person, based on what is most appropriate for their needs.

B. Collaboration: In each region, the RLT is required to conduct the following activities each contract year:

- a. Maintain ongoing communication with local and Community Nutrition Services Section staff to ensure continuous quality improvement in clinical lactation management. Direct all WIC policy-related questions to the appropriate Regional Nutrition Consultant.
- b. Provide individual orientation for new WIC Directors on the WIC LATCH. This one-time orientation should cover the purpose and availability of WIC LATCH to ensure WIC Directors understand its role in supporting WIC activities related to breastfeeding promotion and support.
 - i. Conduct virtual or in-person orientation meetings within three (3) months of notification of a newly hired WIC Director.
- c. Facilitate four (4) virtual or in-person community engagement sessions per contract year with local WIC agencies. Provide community engagement sessions in either individual or group settings based on shared factors such as affiliated birth hospitals, shared goals, geographic location, and/or enhancing collaboration. The first community engagement session each contract year must be a survey to understand the specific breastfeeding support needs. Analyze survey data to tailor outreach efforts, ensuring that engagement strategies address the identified needs of various community groups. After the survey completion these sessions will:
 - i. Provide guidance to local WIC agencies in evaluating their referral systems' effectiveness, including identifying gaps, recommending improvements, and establishing monitoring systems for sustainable practices.
 - ii. Identify opportunities for collaboration and foster cross-agency information sharing of best practices.
 - iii. Allow information sharing and share up-to-date information on relevant infrastructure for breastfeeding promotion and support. Ensure that local WIC agencies have up to date contact information for relevant contacts in their region.
 - iv. Provide feedback to local agencies who adopt new practices that enhance breastfeeding support.

- v. Facilitate quality assurance assessments to ensure continuous improvement in breastfeeding promotion and support efforts.
 - d. Answer clinical lactation management questions from public health agency and medical providers as needed.
 - e. Serve as a member of the State WIC Program's hosted committee meetings; participate in meetings as scheduled.
- C. **Outreach:** In each region, the RLT is required to conduct the following activities each contract year:
- a. Create a comprehensive map of lactation professionals, local health agencies, and community organizations. Distribute this map to local WIC agencies, hospitals, and coalitions to provide an overview of lactation services, including service type, intended audience, contact information, and any associated costs.

The applicant shall describe how they will accomplish this Scope of Work in their proposal.

5.1 PROGRAMMATIC REQUIREMENTS AND PRIORITIES

The contract(s) resulting from this RFA will provide the following services, to complement the existing resources and capabilities of State and local WIC agencies. This contract will fund the provision of:

- A. Technical expertise and staff resources to effectively build and sustain programs that provide breastfeeding parents with the support they need to initiate and maintain breastfeeding.
- B. Access to an International Board-Certified Lactation Consultant (IBCLC) to help public health agency staff increase breastfeeding management knowledge and skills.
- C. Assistance with building community connections in breastfeeding support thereby aiding local WIC agency staff with establishing and maintaining collaborative partnerships.
- D. Resources to assist local WIC agencies in implementing and maintaining successful Breastfeeding Peer Counseling programs, which require trained staff for implementation, maintenance, and ongoing technical assistance.
- E. Clinical support for high-risk cases, particularly in areas without lactation-trained medical professionals, by bridging gaps in access for families in need.

5.2 PERFORMANCE STANDARDS AND EXPECTATIONS

In addition to the specifications in Section 5.0 Scope of Work, the applicant must also address their ability to fulfill the following programmatic requirements in their proposal:

- A. Submit to the State Peer Counselor Coordinator or assigned designee each contract year:
 - a. Work Plan by October 15th
 - b. Progress Reports by January 15th, April 15th, and July 15th
 - c. Final Report by November 30th

Note: The Community Nutrition Services Section reserves the right to request additional progress reports and updates based on the contractor's performance.

- B. Submit monthly contract expenditure reports (CERs) by 10th of the following month to NSB.Contracts@dhhs.nc.gov.
- C. Obtain approval from the State's Contract Administrator or designee before making any changes in key personnel approved and funded by this RFA.
- D. Submit evidence of certification status of the RLT as an IBCLC by the International Board of Lactation Consultant

Examiners each contract year.

- E. Participate in periodic site reviews conducted by the Community Nutrition Services Section.
- F. Maintain regular communication with the Community Nutrition Services Section staff including the State Breastfeeding Coordinator, the State Peer Counselor Coordinator and WIC Regional Nutrition Consultants, with a minimum of one annual face-to-face or virtual meeting.
- G. Participate in program data collection and evaluation activities.
- H. Communicate training dates planned to the Community Nutrition Services Section staff at least four months in advance, including details on the date, time, training method, location (if applicable), and registration details.

5.3 REPORTING REQUIREMENTS

- A. **Initial Reporting Requirements:** Work Plan by October 15th,
- B. **Monthly Reporting Requirements:** Contract Expenditure Reports by the 10th of the following month,
- C. **Quarterly:** Progress Reports by January 15th, April 15th, and July 15th,
- D. **Annually:** Annual Report by November 30th; and
- E. **Other:** The Community Nutrition Services Section reserves the right to request additional progress reports and updates based on the contractor's performance.

5.4 CONTRACTOR QUALIFICATIONS AND CAPACITY

- A. Organizational Capacity and Qualifications
 - a. Demonstrate institutional capacity to effectively execute the proposed training, collaboration, and outreach activities, including the ability to establish and sustain partnerships with local WIC agencies, healthcare providers, and community organizations as outlined in the scope of services. The organization's previous experience working with similar projects should be described.
 - b. An organizational chart identifying the personnel who will be assigned to work on this project.
- B. Staff Qualifications
 - a. A description of how the applicant will staff the project, including the name, resume and qualifications of each of the proposed team members.
 - b. Each funded entity must employ or contract with the equivalent of at least one (1) full-time Regional Lactation Trainer (RLT) in the respective designated region(s) who meets the minimum qualifications:
 - i. A designated IBCLC.
 - 1. Preference for an IBCLC with one or more health credentials such as Registered Dietitian, Registered Nurse, Nurse Practitioner, Physician Assistant, Speech Language Pathologist, and/or Medical Doctor.
 - ii. A bachelor's degree from an accredited institution.
 - iii. An understanding of the North Carolina WIC Program and the Breastfeeding Peer Counseling Program, along with experience working with the population served by these programs.
 - iv. A minimum of five (5) years of experience providing clinical lactation management services, with a demonstrated commitment to staying up-to-date in pertinent skills through ongoing professional development.
 - v. Experience with developing, implementing and delivering effective, accurate, standardized, evidenced-based clinical lactation management training and continuing education.
 - vi. A demonstrated ability to coordinate and collaborate with other health professionals and community agencies to promote and support breastfeeding services.
- C. Fiscal Management
 - a. Submit a detailed budget and budget narrative for each of the three years of grant funding using the budget format provided. State the % FTE for each staff member in the narrative. Note: The equivalent of at least one full-time IBCLC position is required in each region. Every item that appears in the budget should be explained clearly, so the evaluator/ reviewer will understand it.
 - i. Preference will be given to projects that can operate cost effectively, providing most services with the funding provided.
- D. Program Management

- a. Submit a comprehensive work plan detailing how accurate, standardized, and evidence-based clinical lactation management training and continuing education will be delivered to peer counselors, Breastfeeding Peer Counseling Program managers, WIC DBEs, public health agency staff, and other medical professionals serving the WIC-eligible population. The work plan must address training frequency, locations, and methods (both in-person and virtual), in alignment with the proposed services.
 - b. Resolution of Challenges: an analysis of the project's risk and limitations, including how these factors will be addressed or minimized (regulatory, environmental, or other constraints).
- E. Partnerships and Collaboration
- a. Provide documentation of collaborative relationships within the respective region(s), including letters of commitment from collaborating agencies, demonstrating established partnerships and a shared commitment to enhancing breastfeeding support services.
 - b. Provide documentation the agency or organization, along with its key staff, is either part of or closely aligned with an entity that delivers direct maternal and child health related services within the respective region.
- F. Subcontractors
- a. If subcontractors will be used, provide a list of subcontractors along with their qualifications, roles, and experience in the field.

6.0 TERM OF CONTRACT, OPTIONS TO EXTEND

The performance period for this contract begins October 1, 2025 (or upon execution) and ends September 30, 2026. Up to two possible option years may be exercised by mutual agreement in accordance with the Terms and Conditions.

7.0 BUDGET

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

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

All costs provided in Line-item budget must be firm and fixed for the duration of the contract, including optional years.

8.0 INVOICING AND REIMBURSEMENT

Upon execution of this contract, the Contractor shall submit to the Division Contract Administrator, a monthly reimbursement request for services rendered the previous month by the 10th of each month and, upon approval by the Division, receive payment within 30 days. Monthly payment shall be made based on actual expenditures made in accordance with the approved budget on file with both parties and reported on the monthly expenditure report submitted by the Contractor. If this contract is terminated, the Contractor shall complete a final accounting report and return any unearned funds to the Division within 30 days of the contract termination date. The Division shall have no obligation for payments based on expenditure reports submitted later than 30 days after termination or expiration of the contract period. All payments are contingent upon fund availability.

9.0 THE SOLICITATION PROCESS

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

- 1) 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.

10.0 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 June 15, 2025.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) Titles
Titles and headings in this RFA and any subsequent RFA are for convenience only and shall have no binding force or effect.
- 7) 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).
- 8) Exceptions
All applications are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions. The attachment of other terms and conditions by any agency and organization may be grounds for rejection of that agency or organization's application. Funded agencies and organizations specifically agree to the conditions set forth in the Performance Agreement (contract).
- 9) 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.
- 10) 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.
- 1) 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.
- 2) 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.

- 3) 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 Contractor is also required for each proposed subcontractor.
- 4) 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 marked in boldface on the title page of that section.
- 5) 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.
- 6) Contract
The Division will issue a contract to the recipient of the grant that will include their application.
- 7) 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.

11.0 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's 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. Timetables, work plans, schedules, activities, and methodologies, legal papers, personal vitae, letters of support, and endorsements are examples of appendices.

Contractor 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, numbering each page consecutively:

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

B. Face Page

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

C. Proposal Summary (Maximum two [2] pages) 5 points

Outline the current breastfeeding promotion and support needs within the proposed region, emphasizing challenges and disparities impacting WIC-eligible families. Use data to highlight gaps in breastfeeding initiation, exclusivity, and duration. Address identified barriers such as limited access to trained lactation support, insufficient breastfeeding support systems for families, and other factors that hinder breastfeeding success.

D. Project Plan (Maximum six [6] pages) 20 points

Provide a comprehensive project plan that demonstrates your organization's capability to deliver accurate, standardized, evidence-based training and continuing education; foster collaboration; and conduct outreach for breastfeeding promotion and support to peer counselors, Breastfeeding Peer Counseling Program managers, WIC Designated Breastfeeding Experts public health agency staff and other medical professionals serving the WIC eligible population in the respective region. The project plan should demonstrate the organization's commitment to the following components:

- 1) Outline specific activities your organization will undertake to fulfill the project, including training, collaboration with local entities, and community outreach. Explain how each activity contributes effectively to the project's goals and addresses breastfeeding support, continuity of care.
- 2) Identify who will carry out each activity and provide a timeline for implementation.
- 3) Clearly connect your project's goals, objectives, and activities with the needs outlined in the Needs Statement, showing how these efforts will improve breastfeeding continuity, and address gaps in regional care.
- 4) Define distinct goals with measurable objectives to track and demonstrate the impact of the proposed services.
- 5) Include an analysis of the project's risks and limitations, including regulatory, environmental, or other constraints. Clearly explain how these challenges will be addressed or minimized to ensure successful implementation and achievement of project goals.

E. Staff (Maximum two [2] pages) 10 points

Provide a description of how the designated staff member(s) meet the qualifications required for the RLT position. The narrative should highlight the relevant skills, experience, and background of the individual without restating the qualifications verbatim. Focus on their ability to effectively contribute to breastfeeding promotion and support within the region, including their understanding of the populations served by the WIC Program and Breastfeeding Peer Counseling Program.

Discuss how their professional credentials and experience equip them to deliver accurate, evidence-informed training and continuing education, and their capacity to collaborate with local WIC agencies, Regional Nutrition Consultants, and other stakeholders to support regional breastfeeding initiatives. Additionally, address how they will maintain and enhance their clinical lactation management skills to ensure alignment with program standards and expectations. If changes to key personnel are anticipated during the project period, describe the process for seeking prior approval from the Community Nutrition Services Section.

Include a copy of the curriculum vitae or a job description should an individual not be identified for the role.

F. Training (Maximum four [4] pages) 20 points

The applicant should outline a comprehensive training plan that details how they will develop and implement the required training sessions. This plan should include an explanation of scheduling strategies, content development processes, and delivery methods, encompassing both virtual and in-person formats. The applicant must demonstrate a clear understanding of the training schedule requirements, such as staggering sessions to ensure continuous availability across regions and coordinating efforts to avoid overlap between regions.

Additionally, the applicant should explain their logistical approach for coordinating with local WIC agencies, other RLTs, and stakeholders to ensure the consistent and effective delivery of training sessions. This includes describing how in-person training locations will be selected and rotated to minimize travel burdens equitably among attendees.

The applicant must also describe their strategy for evaluating the effectiveness of training sessions. This includes identifying how feedback will be collected and used to adapt future training sessions to better meet the needs of participants and ensure the required reach is achieved, such as engaging at least 75 unduplicated participants for public health continuing education sessions.

To support effective training delivery, the applicant should detail the tools, platforms, and resources they will use to conduct virtual and hybrid training sessions. They must also explain how recorded sessions will be managed and made accessible to participants as needed.

Finally, the applicant should include examples or evidence of past successful trainings or projects that demonstrate their ability to meet similar deliverables effectively. These examples will help establish their track record and capacity to fulfill the expectations of the RFA.

G. Collaboration (Maximum two [2] pages) 10 points

The applicant should provide a narrative that emphasizes how they will implement the required collaborative activities, focusing on their ability to maintain effective communication, foster collaboration, orient local WIC agencies to available services, and respond identified needs of the region. Their response should describe the applicant's strategy for maintaining ongoing communication with local WIC agencies and Community Nutrition Services Section staff. This includes outlining how they will support continuous quality improvement in clinical lactation management and act as a resource by directing policy-related questions to the appropriate Regional Nutrition Consultant. The applicant should also explain their approach to orienting new WIC Directors to WIC LATCH, ensuring timely and comprehensive sessions that effectively introduce the program's purpose and resources within the required timeframe.

For community engagement meetings, the applicant should detail their approach to organizing virtual or in-person sessions designed to support local WIC agencies. This includes explaining how survey data will be used to identify breastfeeding support needs and tailor outreach efforts to meet those needs. The applicant should highlight their ability to facilitate collaboration by guiding agencies in evaluating and improving referral systems, sharing up-to-date information, promoting cross-agency learning, and fostering best practices. Additionally, the applicant should describe how they will provide meaningful feedback to agencies adopting new approaches and ensure the continuous improvement of breastfeeding promotion and support efforts through quality assurance assessments.

The narrative should also describe the applicant's plan for responding to clinical lactation management inquiries from public health agencies and medical providers. This includes promoting their availability as a subject matter expert to stakeholders such as local health departments, school systems, and community organizations.

Finally, the applicant should outline their approach to participating in committee meetings hosted by the Community Nutrition Services Section. This includes describing their ability to contribute to collaborative discussions, providing valuable insights, and supporting decision-making processes that enhance regional breastfeeding promotion and support efforts.

H. Outreach (Maximum two [2] pages) 10 points

In your response, describe how your agency or organization will fulfill the outreach requirements. Focus on your agency's or organization's plans for gathering information on community needs, mapping available resources, and engaging with healthcare providers and community organizations. Explain your agency's or organization's approach to creating and maintaining a map of local lactation professionals and community organizations, ensuring it remains up-to-date and useful. Provide examples from the RLT's past outreach efforts to demonstrate their capabilities and outline the strategies they will use to make an impact.

I. Resources and Capabilities (Maximum three [3] pages) 10 points

Provide a comprehensive overview of your organization's history, experience, and current capacity to deliver clinical lactation management training to peer counselors, program managers, breastfeeding experts, public health staff, and other medical professionals. Highlight specific past initiatives that demonstrate your organization's experience with evidence-based lactation education and standardized training.

Summarize how your organization coordinates with key programs within and outside of the organization to support effective service delivery. Outline the collaborative roles and responsibilities of each program involved in delivering, monitoring, and providing technical assistance, emphasizing how these coordinated efforts ensure high-quality, cohesive support for this project. Additionally, provide evidence of your organization's alignment with maternal and child health service providers within the region, and explain how these partnerships enhance your ability to support breastfeeding initiatives and deliver the required services effectively.

Include letters of commitment from agencies or organizations in the region to demonstrate support and partnership for the project. Attach an organizational chart that illustrates the flow of leadership, staff roles, and support structures within your organization, clearly identifying the contract administrator and RLT positions.

NOTE: If you are applying to provide regional services, confirm the specific region you are applying for and affirm that your agency is physically located within that region and capable of serving its needs. If applying as a single entity to provide statewide services, outline the regions you plan to serve and describe your service delivery model. Explain how you will ensure adequate coverage even if staff members are not physically located full-time in each region. This approach will allow you to present a clear, cohesive narrative of your agency’s qualifications and capacity to meet the project’s objectives effectively.

J. Line-Item Budget and Budget Narrative (Attachment A) 15 points

Every item that appears in the budget should be explained clearly, so the evaluator/ reviewer will understand it. Link each proposed activity with corresponding budget details, including costs associated with training sessions, outreach, and collaboration activities. Ensure that budget allocations align with the project's scope and objectives. The Budget Narrative is the justification of ‘how’ and/or ‘why’ a line item helps to meet the program deliverables. It is also used to determine if the cost is reasonable and permissible. Applicants may complete the narrative column in the budget narrative or submit a separate budget narrative.

The following guidance provides specific requirements for Travel and Indirect Costs, as applicable:

- 1) Travel Reimbursement Rates
 - a. Mileage reimbursement rates must be based on rates determined by the North Carolina Office of State Budget and Management (OSBM). Because mileage rates fluctuate with the price of fuel, the OSBM will release the “Change in IRS Mileage Rate” memorandum to be found on OSBM’s website when there is a change in this rate. The current state mileage reimbursement rate is 70 cents per mile.
 - b. The Budget Narrative must provide detail on mileage, # of trips, and airfare.
 - c. For other travel-related expenses, please refer to the current rates for travel and lodging reimbursement, presented in the chart below. However, please be advised that reimbursement rates periodically change. The Community Nutrition Services Section will only reimburse for rates authorized in OSBM’s North Carolina Budget Manual or adopted by means of an OSBM Budget Memo. These documents are located here: <https://www.osbm.nc.gov/budget>.

Current Rates for Travel and Lodging

Meals	In State	Out of State
Breakfast	\$16.00	\$16.00
Lunch	\$19.00	\$19.00
Dinner	\$28.00	\$28.00
Total Meals Per Diem Per Day	\$63.00	\$63.00
Lodging (<i>Maximum rate per person, excludes taxes and fees</i>)	\$110.00	\$110.00
Total Travel Allowance Per Day	\$173.00	\$173.00
Mileage	\$0.70 per mile	

- 2) Indirect Costs

Indirect cost is the cost incurred for common or joint objectives which cannot be readily identified but are necessary to the operations of the organization, e.g., the cost of operating and maintaining facilities, depreciation, and administrative salaries. Regulations restricting the allocation of indirect cost vary based on the funding source.

This RFA is funded by the federal Special Supplemental Nutrition Program for Women, Infants & Children. Indirect cost is allowed; however, the costs must not be duplicative of the direct charges. Applicants may use their own Federally negotiated and approved rate or the de minimis rate in the absence of a Federally approved rate.

Where the applicant has a Federal Negotiated Indirect Cost Rate (FNICR), the applicant agency may request up to the federally negotiated rate. The total modified direct cost identified in the applicant's FNICR shall be applied. A copy of the FNICR must be included with the applicant's budget.

If the applicant does not have an FNICR, the De Minimis Rate is calculated at fifteen percent (rate) multiplied by modified total direct costs (base) including salaries and fringe, materials and supplies, services, travel and up to the first \$50,000 of each subaward (excluding capital expenditures, equipment, participant support, patient care, rental costs, tuition remission, scholarships, fellowships, first \$50,000 of each subaward, etc.). Any operational expenses, allocated or not, should also be excluded when calculating the appropriate amount of administrative expense with the 15% de minimis rate.

Supporting documents excluded from page limits above:

- A. An organizational chart identifying the personnel who will be assigned to work on this project.
- B. Include a copy of the curriculum vitae or a job description should an individual be identified for the role.
- C. Letters of support from key partners and proposed sub awardees.
- D. Applicable Terms and Conditions (select and attach the appropriate Terms and Conditions for your organization type from Appendix A).
- E. Applicable Certifications from Appendix B.

Submit complete Application, including signature of authorized representative, Contract Administrator Name and email address no later than 5:00 p.m. on April 24, 2025.

12.0 EVALUATION CRITERIA AND SCORING

PHASE I: INITIAL QUALIFYING CRITERIA

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

ITEM	APPLICATION ACCEPTANCE CRITERIA	RFA Section		YES	NO
1	Was the contractor's application received by the deadline specified in the RFA?				
2	Vendor proposal includes all required affirmative statements, assurances and certifications signed by the vendor's responsible representative, as described in 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 5.4.				
6	Program's review of the contractor verifies that the vendor is not excluded from contracting with DHHS/State for any unresolved finding for recovery.				

PHASE II: CRITERIA FOR SCORING PROPOSAL/APPLICATIONS

Qualifying application proposals will be collectively scored by the proposal review team. All qualified applications will be evaluated and awards made based on the following criteria considered, to result in awards most advantageous to the State. Applications will be scored on the content, quality, and completeness of the responses to the items in the scope of work and to how well each response addresses the 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

Contractor's not meeting the eligibility requirements or any of the minimum or mandatory requirements as stated in Phase I will not be scored.

Evaluation Criteria	Maximum Score
Applicant Needs Statement	5
Comprehensive Project Plan	20
Staffing	15
Training Plan	20
Collaboration Plan	10
Outreach Plan	10
Applicant Resources and Capabilities	10
Budget and Budget Narrative	10
Total Score	100

ATTACHMENT A

LINE-ITEM BUDGET AND BUDGET NARRATIVE

CONTRACT YEAR 1 – October 1, 2025-September 30, 2026

CATEGORY	ITEM	NARRATIVE	AMOUNT
Human Resources			
Job Title	Salary/Wages	Description of FTE(s) duties and % time	
Job Title	Fringe Benefits	Calculation of fringe benefits from FTE(s)	
SUPPLIES MATERIALS			
	Office supplies	Postage, etc.	
	Other		
EQUIPMENT			
	IT/Computers		
	Other		
TRAVEL		Note: must adhere to State rates	
DUES AND SUBSCRIPTONS			
COMMUNICATIONS			
	Printing		
	Material/translation		
	Website		
Staff Development			
PROFESSIONAL SERVICES			
	Interpretation	Language interpretation or ASL as needed	
	Other		
SUBCONTRACTORS			
TOTAL DIRECT COSTS			
INDIRECT COSTS		Rent, utilities, facility costs	
CONTRACT Yr. 1 Value			

Provide a Budget Narrative to support Contract Year 1 costs.

ATTACHMENT A

LINE-ITEM BUDGET AND BUDGET NARRATIVE

CONTRACT YEAR 2 – October 1, 2026-September 30, 2027

CATEGORY	ITEM	NARRATIVE	AMOUNT
Human Resources			
Job Title	Salary/Wages	Description of FTE(s) duties and % time	
Job Title	Fringe Benefits	Calculation of fringe benefits from FTE(s)	
SUPPLIES MATERIALS			
	Office supplies	Postage, etc.	
	Other		
EQUIPMENT			
	IT/Computers		
	Other		
TRAVEL		Note: must adhere to State rates	
DUES AND SUBSCRIPTIONS			
COMMUNICATIONS			
	Printing		
	Material/translation		
	Website		
Staff Development			
PROFESSIONAL SERVICES			
	Interpretation	Language interpretation or ASL as needed	
	Other		
SUBCONTRACTORS			
TOTAL DIRECT COSTS			
INDIRECT COSTS		Rent, utilities, facility costs	
CONTRACT Yr. 2 Value			

Provide a Budget Narrative to support Contract Year 2 costs.

ATTACHMENT A

LINE-ITEM BUDGET AND BUDGET NARRATIVE

CONTRACT YEAR 3 – October 1, 2027 -September 30, 2028

CATEGORY	ITEM	NARRATIVE	AMOUNT
Human Resources			
Job Title	Salary/Wages	Description of FTE(s) duties and % time	
Job Title	Fringe Benefits	Calculation of fringe benefits from FTE(s)	
SUPPLIES MATERIALS			
	Office supplies	Postage, etc.	
	Other		
EQUIPMENT			
	IT/Computers		
	Other		
TRAVEL		Note: must adhere to State rates	
DUES AND SUBSCRIPTIONS			
COMMUNICATIONS			
	Printing		
	Material/translation		
	Website		
Staff Development			
PROFESSIONAL SERVICES			
	Interpretation	Language interpretation or ASL as needed	
	Other		
SUBCONTRACTORS			
TOTAL DIRECT COSTS			
INDIRECT COSTS		Rent, utilities, facility costs	
CONTRACT Yr. 3 Value			

TOTAL CONTRACT VALUE (3 years): \$ _____

Provide a Budget Narrative to Support Contract Year 3 costs

APPENDIX B

TERMS AND CONDITIONS

1. Health Care Providers
2. Private Entities
3. Local Government (Public Sector)
4. Other State Departments
5. Duke University
6. Private University

GENERAL TERMS AND CONDITIONS

Definitions

Links to definitions are provided to meet the intent and requirements of [NC Administrative Rules 09 NCAC Admin Code 03M.0102](#), and [the North Carolina General Statutes](#) unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

Relationships of the Parties

Independent Contractor: The Grantee 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 Grantee 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 Grantee 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 or subgrantees 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 subcontractors or subgrantees. The Grantee shall be responsible for the performance of all its subcontractors/subgrantees.

Assignment: No assignment of the Grantee's obligations or the Grantee'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 Grantee's payment check directly to any person or entity designated by the Grantee; or (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check. In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee 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 Grantee. 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 Grantee that any such person or entity, other than the Division or the Grantee, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indirect Cost

Indirect Cost: The Grantee shall use their federally negotiated indirect cost rate in the recovery of administrative expenses associated with the funded contract. If the Grantee does not have a federally negotiated indirect cost rate from a federal cognizant agency, or has a previously negotiated but expired rate, the Grantee may be allowed to take the de minimis rate or 15% of modified total direct costs. In lieu of the above, the Grantee may negotiate an indirect cost rate with the DHHS Office of the Controller, Cost Analysis/Federal Financial Reporting/Administrative Section.

If a statutory cap on administrative expense has been set by the state or federal program, either in legislation or regulation, then the cap will take precedence. ([CFR Title 2, Ch.II, Part 200.414, SL2022-52, 2.\(c\)](#)).

Services

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

Records: During the term of this Agreement, the Grantee and its employees, agents, and subgrantees shall maintain complete and professionally adequate medical records consistent with the standards of practice in the geographic area and their respective health care professions. The Grantee and its employees, agents, and subgrantees shall prepare all reports, notes, forms,

claims and correspondence that are necessary and appropriate to their professional services.

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

Indemnity and Insurance

Indemnification: The Grantee 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 Grantee or its employees, agents or subgrantees in connection with the performance of this contract.

Insurance: (a) During the term of the contract, the Grantee 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 Grantee shall provide and maintain the following coverage and limits:

- (1) **Professional Liability Insurance:** The Grantee shall ensure that the Grantee and its employees, agents, and subgrantees each maintain through an insurance company or through a program of self-funded insurance, professional liability insurance with limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate.
- (2) **Worker's Compensation Insurance:** The Grantee 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 Grantee's employees who are engaged in any work under the contract.
- (3) **Employer's Liability Insurance:** The Grantee shall provide employer's liability insurance, with minimum limits of \$500,000.00, covering all of the Grantee's employees who are engaged in any work under the contract.
- (4) **Commercial General Liability Insurance:** The Grantee shall provide commercial general liability insurance on a comprehensive broad form on an occurrence basis with a minimum combined single limit of \$1,000,000.00 for each occurrence.

(5) **Automobile Liability Insurance:** The Grantee 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 Grantee shall provide this insurance for all automobiles that are:

- (A) owned by the Grantee and used in the performance of this contract;
- (B) hired by the Grantee and used in the performance of this contract; and
- (C) owned by Grantee'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 Grantee 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 Grantee understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Grantee's liability or obligations under this contract.
- (d) The Grantee 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 Grantee 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 Grantee and is of the essence of this contract.
- (g) The Grantee 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 Grantee shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (i) The Grantee shall require its subgrantees to comply with the requirements of this paragraph.
- (j) The Grantee shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance, if requested, to the Division before the Grantee 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 Grantee. In that event, all finished or unfinished deliverable items prepared by the Grantee under this contract shall, at the option of the Division, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this contract shall, at the option of the Division, become its property and the Grantee 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 Grantee shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Grantee's breach of this agreement, and the Division may withhold any payment due the Grantee 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 Grantee, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Grantee responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Grantee 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 Grantee 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 Grantee and attached to the contract.

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

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

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

Compliance with Applicable Laws

Compliance with Laws: The Grantee 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 Grantee shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Grantee 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 Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Division. The parties specifically agree that all medical and other patient records shall be treated as confidential so as to comply with all state and federal laws and regulations regarding confidentiality of such records. These confidentiality obligations shall not terminate with the termination of this Agreement.

Data Security: The Grantee 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 Grantee 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 Grantee 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 Grantee is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the Grantee.

Cost Borne by Grantee: If any applicable federal, state, or local law, regulation, or rule requires the Division or the Grantee to give affected persons written notice of a security breach arising out of the Grantee's performance under this contract, the Grantee 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: See schedule for record retention for instructions on disposal timeframes. (<https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention>)

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

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Grantee, 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.

UEI and SAM Registration: 2 CFR Part 25 requires all non-Federal entities that apply for grants and cooperative agreements with federal funding to obtain a Unique Entity Identifier (UEI) number.

NC SOS: Entities doing business with the State of North Carolina must register with the North Carolina Secretary of State (NC SOS) in accordance with all current statutes, regulations and all other requirements.

Validations: Entities listed on the NC Suspension of Funding List (SOFL), NC Debarred List, Iran Divestment List, or the Federal Exclusion List are ineligible to contract with the State until resolution of issues are validated. The Suspension of Funding List is posted at: [NC OSBM Suspension of Funding](#).

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 Agency and the Grantee.

Automatic Time-Limited Extension: If the Grantee is a Non-Profit Grantee, as defined under (11a), this Contract may be automatically extended for up to three months if a formal extension or renewal contract has not been executed within ten (10) business days of the subsequent extension or renewal contract start date, and all of the following requirements are met:

- (i) the Non-Profit Grantee is receiving recurring funding or nonrecurring state and/or federal funding for each year of a fiscal biennium.
- (ii) the Non-Profit Grantee has certified, on a form provided by the Department, that it has received an unqualified audit report on its most recent financial audit when an audit is required by 09 NCAC 03M.0202;
- (iii) the Non-Profit Grantee has a track record of timely performance and financial reporting to the Department as required by the contract.
- (iv) the Non-Profit Grantee, as identified by the Department, does not have a record of noncompliance with the requirements of any funding source used to support the contract and has not received an undisputed notice of such a noncompliance from the Department. Noncompliance in this section is subject to the provisions around noncompliance found in Section 2.(a) of [HB 791, Session Law 2022-52](#), and:
- (v) the Non-Profit Grantee has been in operation for at least five (5) years.

In the event of an automatic extension pursuant to this provision, the terms of the contract in existence at the end of the prior contract period shall govern the relationship and obligations of the party until the end of the three-month period or the execution of a formal extension or renewal of the contract, whichever occurs first. Refer to [HB 791, Session Law 2022-52, Section 2](#) for further guidance.

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

and requirements of this contract shall remain in full force and effect.

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

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

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

Key Personnel: The Grantee 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 Grantee 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 Grantee shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Grantee 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 Grantee and all subgrantees 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 Grantee shall not use the award of this contract as a part of any news release or commercial advertising.

GENERAL TERMS AND CONDITIONS

Definitions

Links to definitions are provided to meet the intent and requirements of [NC Administrative Rules 09 NCAC Admin Code 03M.0102](#), and [the North Carolina General Statutes](#) unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

Relationships of the Parties

Independent Contractor: The Grantee 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 Grantee 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 Grantee 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 or subrecipients 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 subcontractors or subrecipients. The Grantee shall be responsible for the performance of all its subcontractors/subrecipients.

Assignment: No assignment of the Grantee's obligations or the Grantee'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 Grantee's payment check directly to any person or entity designated by the Grantee; or (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check. In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee 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 Grantee. 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 Grantee that any such person or entity, other than the Division or the Grantee, receiving services or

benefits under this contract shall be deemed an incidental beneficiary only.

Indirect Cost

Indirect Cost: The Grantee shall use their federally negotiated indirect cost rate in the recovery of administrative expenses associated with the funded contract. If the Grantee does not have a federally negotiated indirect cost rate from a federal cognizant agency, or has a previously negotiated but expired rate, the Grantee may be allowed to take the de minimis rate of 15% of modified total direct costs. In lieu of the above, the Grantee may negotiate an indirect cost rate with the DHHS Office of the Controller, Cost Analysis/Federal Financial Reporting/Administrative Section.

If a statutory cap on administrative expense has been set by the state or federal program, either in legislation or regulation, then the cap will take precedence. ([CFR Title 2, Ch.II, Part 200.414, SL2022-52, 2.\(c\)](#)).

Indemnity and Insurance

Indemnification: The Grantee 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 Grantee in connection with the performance of this contract.

Insurance: (a) During the term of the contract, the Grantee 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 Grantee shall provide and maintain the following coverage and limits:

(6) **Worker's Compensation Insurance:** The Grantee 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 Grantee's employees who are engaged in any work under the contract.

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

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

(9) **Automobile Liability Insurance:** The Grantee 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 Grantee shall provide this insurance for all automobiles that are:

- (A) owned by the Grantee and used in the performance of this contract;
- (B) hired by the Grantee and used in the performance of this contract; and
- (C) owned by Grantee'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 Grantee 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.

- (k) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (l) The Grantee understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Grantee's liability or obligations under this contract.
- (m) The Grantee may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the

coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.

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

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this contract shall, at the option of the Division, become its property and the Grantee 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 Grantee shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Grantee's

breach of this agreement, and the Division may withhold any payment due the Grantee 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 Grantee, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Grantee responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the Grantee.

Cost Borne by Grantee: If any applicable federal, state, or local law, regulation, or rule requires the Division or the Grantee to give affected persons written notice of a security breach arising out of the Grantee's performance under this contract, the Grantee 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: See schedule for record retention for instructions on disposal timeframes. (<https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention>)

Warranties and Certifications

Date and Time Warranty: The Grantee 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 Grantees 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 Grantee; and (c)

systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Grantee 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 Grantee, 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.

UEI and SAM Registration: 2 CFR Part 25 requires all non-Federal entities that apply for grants and cooperative agreements with federal funding to obtain a Unique Entity Identifier (UEI) number.

NC SOS: Entities doing business with the State of North Carolina must register with the North Carolina Secretary of State (NC SOS) in accordance with all current statutes, regulations and all other requirements.

Validations: Entities listed on the NC Suspension of Funding List (SOFL), NC Debarred List, Iran Divestment List, or the Federal Exclusion List are ineligible to contract with the State until resolution of issues are validated. The Suspension of Funding List is posted at: [NC OSBM Suspension of Funding](#).

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 Agency and the Grantee.

Automatic Time-Limited Extension: If the Grantee is a Non-Profit Grantee, as defined under (11a), this Contract may be automatically extended for up to three months if a formal extension or renewal contract has not been executed within ten (10) business days of the subsequent extension or renewal contract start date, and all of the following requirements are met:

- (vi) the Non-Profit Grantee is receiving recurring funding or nonrecurring state and/or federal funding for each year of a fiscal biennium.
- (vii) the Non-Profit Grantee has certified, on a form provided by the Department, that it has received an unqualified audit report on its most recent financial audit when an audit is required by 09 NCAC 03M.0202;
- (viii) the Non-Profit Grantee has a track record of timely performance and financial reporting to the Department as required by the contract.
- (ix) the Non-Profit Grantee, as identified by the Department, does not have a record of noncompliance with the requirements of any funding source used to support the contract and has not received an undisputed notice of such a noncompliance from the Department. Noncompliance in this section is subject to the provisions around noncompliance found in Section 2.(a) of [HB 791, Session Law 2022-52](#), and:
- (x) the Non-Profit Grantee has been in operation for at least five (5) years.

In the event of an automatic extension pursuant to this provision, the terms of the contract in existence at the end of the prior contract period shall govern the relationship and obligations of the party until the end of the three-month period or the execution of a formal extension or renewal of the contract, whichever occurs first. Refer to [HB 791, Session Law 2022-52, Section 2](#) for further guidance.

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

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

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

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

Key Personnel: The Grantee 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 Grantee 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 Grantee shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Grantee 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 Grantee and all subgrantees 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 Grantee shall not use the award of this contract as a part of any news release or commercial advertising.

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Grantee 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 Grantee 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 Grantee 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 or subgrantees 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 subcontractors or subgrantees. The Grantee shall be responsible for the performance of all its subcontractors/subgrantees.

Assignment: No assignment of the Grantee's obligations or the Grantee'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 Grantee's payment check directly to any person or entity designated by the Grantee, or (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check. In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee 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 Grantee. 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 Grantee that any such person or entity, other than the Division or the Grantee, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Grantee 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 Grantee in connection with the performance of this contract to the extent permitted by law.

Default and Termination

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

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this contract shall, at the option of the Division, become its property and the Grantee 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 Grantee shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Grantee's breach of this agreement, and the Division may withhold any payment due the Grantee 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 Grantee, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Grantee responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Grantee 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 Grantee 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 Grantee 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 Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee 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 Grantee shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 grantee is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the grantee.

Cost Borne by Grantee: If any applicable federal, state, or local law, regulation, or rule requires the Division or the Grantee to give affected persons written notice of a security breach arising out of the Grantee's performance under this contract, the Grantee 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: See schedule for record retention for instructions on disposal timeframes.

(<https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention>)

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 Grantee, 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 Grantee. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

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

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

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular

of any word or phrase shall be read to include the plural and vice versa.

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

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

Care of Property: The Grantee 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 Grantee shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Grantee 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 or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subcontractor/subgrantees 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 Grantee shall not use the award of this contract as a part of any news release or commercial advertising.

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Subcontracting: The Grantee 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. The Grantee shall be responsible for the performance of all its subcontractors/subgrantees.

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 Grantee. 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 Grantee that any such person or entity, other than the Division or the Grantee, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Termination

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

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.

Compliance with Applicable Laws

Compliance with Laws: The Grantee 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 Grantee shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Grantee 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 medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Grantee under this contract shall be kept confidential and not divulged or made available to any individual or organization without the prior written approval of the Division.

Data Security: The Grantee 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 Grantee 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 Grantee 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 grantee is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the grantee.

Cost Borne by Grantee: If any applicable federal, state, or local law, regulation, or rule requires the Division or the Grantee to give affected persons written notice of a security breach arising out of the Grantee's performance under this contract, the Grantee 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: See schedule for record retention for instructions on disposal timeframes. (<https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention>)

Miscellaneous

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

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

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

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

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

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

Care of Property: The Grantee 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 Grantee shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Grantee 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.

GENERAL TERMS AND CONDITIONS

Definitions

Links to definitions are provided to meet the intent and requirements of [NC Administrative Rules 09 NCAC Admin Code 03M.0102](#) and [the North Carolina General Statutes](#) unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

Relationships of the Parties

Independent Contractor: The Grantee 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 Grantee 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 Grantee 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 or subgrantees 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 subcontractors or subgrantees. The Grantee shall be responsible for the performance of all its subcontractors/subgrantees.

Assignment: No assignment of the Grantee's obligations or the Grantee'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 Grantee's payment check directly to any person or entity designated by the Grantee, or (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check. In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee 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 Grantee. 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 Grantee that any such person or entity, other

than the Division or the Grantee, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Services

Service Standards: The Grantee shall provide services consistent with all applicable federal, state, and local laws, rules and regulations, and standards established by applicable accrediting agencies. The Grantee shall exercise independent professional judgment in the treatment and care of patients.

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

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

Indemnity and Insurance

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

(a) **Insurance:** During the term of the contract, the Grantee 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 Grantee shall provide and maintain the following coverage and limits:

(10) **Professional Liability:** The Grantee shall provide and maintain, through an insurance company or through a program of self-funded insurance, professional liability insurance for itself with limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate.

(11) **Worker's Compensation Insurance:** The Grantee 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 Grantee's employees who are engaged in any work under the contract.

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

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

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

- (A) owned by the Grantee and used in the performance of this contract;
- (B) hired by the Grantee and used in the performance of this contract; and
- (C) owned by Grantee'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 Grantee 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 Grantee understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Grantee's liability or obligations under this contract.

(c) The Grantee 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.

(d) The Grantee 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.

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

(f) With the exception of programs of self insurance, the Grantee 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.

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

(h) The Grantee shall require its subcontractor/grantees to comply with the requirements of this paragraph.

(i) The Grantee shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance, if requested, to the Division before the Grantee 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 Grantee. Grantee may terminate this contract without cause upon 90 days prior written notice to the Division. In either event, all finished or unfinished deliverable items prepared by the Grantee under this contract shall, at the option of the Division, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Termination for Cause: Either party may terminate this Agreement for any material breach of the Agreement provided the breaching party is given written notice of the breach and 30 days from receipt of such notice to correct the breaching conditions as described in the notice. If, the Grantee should fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this contract shall, at the option of the Division, become its property and the Grantee 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 Grantee shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Grantee's breach of this agreement, and the Division may withhold any payment due the Grantee 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 Grantee, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Grantee responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Grantee 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 Grantee 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 Grantee and attached to the contract.

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

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

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

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

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

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

Similar Research: Nothing in this Contract may be construed to limit the freedom of the Grantee or of its researchers who are participants under the

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

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

Compliance with Applicable Laws

Compliance with Laws: In the performance of this Agreement, the Grantee 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 Grantee shall comply with all federal and State laws relating to equal employment opportunity in the performance of this Agreement.

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

Confidentiality

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

Data Security: The Grantee 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 Grantee 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 Grantee 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 grantee is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the grantee.

Cost Borne by Grantee: If any applicable federal, state, or local law, regulation, or rule requires the Division or the Grantee to give affected persons written notice of a security breach arising out of the Grantee's performance under this contract, the Grantee 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: See schedule for record retention for instructions on disposal timeframes. (<https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention>)

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

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Grantee, 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.

UEI and SAM Registration: 2 CFR Part 25 requires all non-Federal entities that apply for grants and cooperative agreements with federal funding to obtain a Unique Entity Identifier (UEI) number.

NC SOS: Entities doing business with the State of North Carolina must register with the North Carolina Secretary of State (NC SOS) in accordance with all current statutes, regulations and all other requirements.

Validations: Entities listed on the NC Suspension of Funding List (SOFL), NC Debarred List, Iran Divestment List, or the Federal Exclusion List are ineligible to contract with the State until resolution of issues are validated. The Suspension of Funding List is posted at: [NC OSBM Suspension of Funding](#)..

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 Grantee. 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.

Automatic Time-Limited Extension: If the Grantee is a Non-Profit Grantee, as defined under (11a), this Contract may be automatically extended for up to three months if a formal extension or renewal contract has not been executed within ten (10) business days of the subsequent extension or renewal contract start date, and all of the following requirements are met:

- (xi) the Non-Profit Grantee is receiving recurring funding or nonrecurring state and/or federal funding for each year of a fiscal biennium.
- (xii) the Non-Profit Grantee has certified, on a form provided by the Department, that it has received an unqualified audit report on its most recent financial audit when an audit is required by 09 NCAC 03M.0202;
- (xiii) the Non-Profit Grantee has a track record of timely performance and financial reporting to the Department as required by the contract.
- (xiv) the Non-Profit Grantee, as identified by the Department, does not have a record of noncompliance with the requirements of any funding source used to support the contract and has not received undisputed notice of such a noncompliance from the Department. Noncompliance in this section is subject to the provisions around noncompliance found in Section 2.(a) of [HB 791, Session Law 2022-52](#), and:
- (xv) the Non-Profit Grantee has been in operation for at least five (5) years.

In the event of an automatic extension pursuant to this provision, the terms of the contract in existence at the end of the prior contract period shall govern the relationship and obligations of the party until the end of the three-month period or the execution of a formal extension or renewal of the contract, whichever occurs first. Refer to

[HB 791, Session Law 2022-52, Section 2](#) for further guidance.

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

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

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

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

Key Personnel: The Grantee 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 Grantee 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 Grantee shall contact the Division for instructions as to the

disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Grantee 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 Grantee and all subcontractors/grantees 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 Grantee shall not use the award of this contract as a part of any news release or commercial advertising.

GENERAL TERMS AND CONDITIONS

Definitions

Links to definitions are provided to meet the intent and requirements of [NC Administrative Rules 09 NCAC Admin Code 03M.0102](#) and [the North Carolina General Statutes](#) unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

Relationships of the Parties

Independent Contractor: The Grantee 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 Grantee 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 Grantee 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 or subgrantees 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 subcontractors or subgrantees. The Grantee shall be responsible for the performance of all its subcontractors/subgrantees.

Assignment: No assignment of the Grantee's obligations or the Grantee'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 Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee 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 Grantee. 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 Grantee that any such person or entity, other than the Division or the Grantee, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Services

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

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

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

Indemnity and Insurance

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

(j) **Insurance: During** the term of the contract, the Grantee 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 Grantee shall provide and maintain the following coverage and limits:

(15) **Professional Liability:** The Grantee shall provide and maintain, through an insurance company or through a program of self-funded insurance, professional liability insurance for itself with limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate.

(16) **Worker's Compensation Insurance:** The Grantee 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 Grantee's employees who are engaged in any work under the contract.

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

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

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

- (A) owned by the Grantee and used in the performance of this contract;
- (B) hired by the Grantee and used in the performance of this contract; and
- (C) owned by Grantee'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 Grantee 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.

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

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

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

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

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

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

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

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

(s) The Grantee shall demonstrate its compliance with the requirements of this

paragraph by submitting certificates of insurance, if requested, to the Division before the Grantee 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 Grantee.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this contract shall, at the option of the Division, become its property and the Grantee 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 Grantee shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Grantee's breach of this agreement, and the Division may withhold any payment due the Grantee 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 Grantee, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Grantee responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Grantee 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 Grantee 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 Grantee and attached to the contract.

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

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

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

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

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

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

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

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the Division shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection

Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: In the performance of this Agreement, the Grantee 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 Grantee shall comply with all federal and State laws relating to equal employment opportunity In the performance of this Agreement.

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

Executive Order # 24: By Executive Order 24, issued by Governor Perdue on October 1, 2009, and N.C. G.S. § 133-32, it is unlawful for any vendor or grantee (i.e. architect, bidder, grantee, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor/grantees, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor’s Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and grantees who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and grantees are encouraged to review Governor Perdue’s October 1, 2009 Executive Order 24 and [G.S. Sec. 133-32](#).

To find Governor Perdue’s October 1, 2009 Executive Order 24:

- Go to <http://www.governor.state.nc.us/>;
- Click on “Newsroom”;
- Click on “Executive Orders and Proclamations”;
- Scroll down and click on the words “click here” in the sentence that states, “To view previous Executive Orders, please click here;” and
- Scroll down and click on “EO 24: Gift Ban.”

Confidentiality

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

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: See schedule for record retention for instructions on disposal timeframes. (<https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention>)

Government Review: To the extent required by applicable law and pursuant to written requests from any appropriate governmental authority, Grantee

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

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Grantee, 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 Grantee. 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.

Automatic Time-Limited Extension: If the Grantee is a Non-Profit Grantee, as defined under (11a), this Contract may be automatically extended for up to three months if a formal extension or renewal contract has not been executed within ten (10) business days of the subsequent extension or renewal contract start date, and all of the following requirements are met:

- (xvi) the Non-Profit Grantee is receiving recurring funding or nonrecurring state and/or federal funding for each year of a fiscal biennium.
- (xvii) the Non-Profit Grantee has certified, on a form provided by the Department, that it has received an unqualified audit report on its most recent financial audit when an audit is required by 09 NCAC 03M.0202;

- (xviii) the Non-Profit Grantee has a track record of timely performance and financial reporting to the Department as required by the contract.
- (xix) the Non-Profit Grantee, as identified by the Department, does not have a record of noncompliance with the requirements of any funding source used to support the contract and has not received undisputed notice of such a noncompliance from the Department. Noncompliance in this section is subject to the provisions around noncompliance found in Section 2.(a) of [HB 791, Session Law 2022-52](#), and:
- (xx) the Non-Profit Grantee has been in operation for at least five (5) years.

In the event of an automatic extension pursuant to this provision, the terms of the contract in existence at the end of the prior contract period shall govern the relationship and obligations of the party until the end of the three-month period or the execution of a formal extension or renewal of the contract, whichever occurs first. Refer to [HB 791, Session Law 2022-52, Section 2](#) for further guidance.

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

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

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

Key Personnel: The Grantee 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 Grantee 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 Grantee shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Grantee 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 Grantee and all subcontractors/grantees 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 Grantee shall not use the award of this contract as a part of any news release or commercial advertising.

APPENDIX C

CERTIFICATIONS AND ASSURANCES

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

Conflict of Interest 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:

Name of Organization/Contractor Name

Signature of Organization Official

Date

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:

5. The Board member or other governing person, officer, employee, or agent;
6. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
7. An organization in which any of the above is an officer, director, or employee;
8. 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:

3. 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.
4. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Name of Organization/Contractor Name

Signature of Organization Official

Date

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY - INDIVIDUAL

A conflict of interest is a situation in which the individual and/or independent contractor has competing professional or personal interests (usually in a financial or economic nature). Such competing interests can make it difficult to fulfill his or her duties and responsibilities impartially. A conflict of interest exists even if no unethical or improper act results from it. A conflict of interest can create an appearance of impropriety that can undermine confidence in the person, profession, or court system.

As an independent contractor for the Department of Health and Human Services (DHHS) the Contractor warrants and affirms the following:

His/her business is independent and that he/she markets his/her professional services to others, except to the extent necessary to avoid a conflict of interest.

The position is not used for financial gain beyond that received directly for this service nor will the work performed on this project create an appearance of a conflict of interest for me or a member of my family or others with whom I have business or other ties.

When a conflict of interest is identified, the Contractor will disclose it in writing to the contract administrator listed on the contract.

Signature of Individual

State of _____

County _____

I, _____, Notary Public for said County and State, certify that
_____ personally appeared before me this day and acknowledged
and affirmed that they will abide by the foregoing Conflict of Interest Policy

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

(Official Seal)

Notary Public

My Commission expires _____, 20 ____

State Grant Certification – No Overdue Tax Debts

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.”

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 subcontractors' 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 align="center"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	<p>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):</p> <p align="center"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. In-kind; specify: Nature _____</p> <p style="padding-left: 100px;">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): <https://ethics.nc.gov/media/242/download?attachment>
- 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:
6. He or she is a duly authorized representative of the Contractor named below;
 7. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 8. He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor’s Name: _____

Contractor’s Authorized Agent: Signature _____ Date _____

Printed Name _____ Title _____

Witness: Signature _____ Date _____

Printed Name _____ Title _____

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

Federal Funding Accountability and Transparency Act (FFATA) Data Reporting Requirement
 NC DHHS, Division 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 UEI Number _____ Entity's Parent's UEI Nbr (if applicable) _____

Entity's Location

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

Primary Place of Performance for specified contract
 (list all sites; add additional pages if necessary)
 Check here if the address is the **same** as Entity's Location

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.	_____	_____	_____