

(Use for all contracts as a general contract cover page and then attach appropriate contract documents, as referenced in Section 1. Divisions will need to complete sections of this document and remember to delete all instructions in blue italic.)

Contract # _____

This contract is hereby entered into by and between the North Carolina Department of Health and Human Services, Division of _____ (the "Division") and _____ (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is _____.

1. Contract Documents:

This Contract consists of the following documents:

(Delete the attachments that do not apply and label attachments according to order of precedence as applicable. Numbers 1 through 4 are required contract documents. In numbers 5 through 13 listed below, attachment letters will change if all attachments are not applicable to your contract documents.)

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, or Contractor's proposal (Attachment B)
- (4) The line item budget and budget narrative (Attachment C) and if applicable, indirect cost documentation
- (5) If applicable, Conflict of Interest (Attachment D) and copy of Contractor's conflict of interest policy
- (6) If applicable, Certification of No Overdue Tax Debts (Attachment E)
- (7) If applicable, Notice of Certain Reporting and Audit Requirements (Attachment F)
- (8) If applicable, HIPAA Business Associate Addendum (Attachment G)
- (9) If applicable, Federal Certification Regarding Environmental Tobacco Smoke (Attachment H)
- (10) If applicable, Federal Certification Regarding Lobbying (Attachment I)
- (11) If applicable, Federal Certification Regarding Debarment (Attachment J)
- (12) If applicable, Federal Certification Regarding Drug-Free Workplace (Attachment K)
- (13) If applicable, IRS federal tax exempt letter or 501 (c) verification form (Attachment L)
- (14) If applicable, Federal Certification Regarding American Recovery and Reinvestment Funds (Attachment M)**

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period:

This contract shall be effective on _____ and shall terminate on _____, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A. *(No contract may run more than a total of three years, including original contract period plus any extensions.)*

4. Contractor's Duties:

The Contractor shall provide the services as described in Attachment B, _____ *(Insert Scope of Work, description of services, Contractor's proposal)* and in accordance with the approved budget in Attachment C.

5. Division's Duties:

The Division shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Division to the Contractor under this contract shall not exceed \$ _____. This amount consists of \$ _____ in State funds and \$ _____ in _____ *(source of federal funds)* (CFDA # _____). *(If more than one federal funding source, list the name, amount and CFDA # of each federal source of funding.)*

(If applicable, check a or b.)

a. There are no matching requirements from the Contractor.

b. The Contractor's matching requirement is \$ _____, which shall consist of:
 In-kind Cash

Cash and In-kind

Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount is \$_____. *(Enter total of total reimbursement from Division plus section b.)*

[If the contract requires a match from the Contractor, BE SPECIFIC IN THE WORDING INCORPORATED in order to address the TYPE OF MATCH (cash OR in-kind). For example, if the contract requires the contractor to provide a 50% cash match, check "cash".]

6. Conflict of Interest Policy:

(Select one of the following three options. Delete options not selected.)

(Option 1) The Division has determined that this contract is a financial assistance contract. Contractor shall file with the Division, a copy of the Contractor's policy addressing conflicts of interest that may arise involving the Contractor's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Contractor's employees or members of its board or other governing body, from the Contractor's disbursing of State funds and shall include actions to be taken by the Contractor or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the Division may disburse the grant funds. Refer to Attachment D.(N.C.G.S. 143C-6-23(b)(2007))

(Option 2) The Division has determined this contract is a purchase of service contract with a non profit agency. Contractor shall file with the Division a copy of the Contractor's policy addressing conflicts of interest that may arise. The policy shall be filed before the Division will disburse the funds. Refer to Attachment D.

(Option 3) The division has determined that this contract is not subject to N.C.G.S. 143C-6-22 & 23.

7. Statement of No Overdue Tax Debts:

(Applies to financial assistance contracts. Delete Section 7 if not applicable.)

Contractor's sworn written statement pursuant to N.C.G.S. 143C-6-23(c), stating that the Contractor does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, State, or local level, is attached as Attachment E. Contractor acknowledges that the written statement must be filed before Division may disburse the grant funds.

8. Reversion of Unexpended Funds

(Applies to financial assistance contracts. Delete Section 8 if not applicable.)

Any unexpended grant funds shall revert to the Division upon termination of this Contract.

9. Grants:

(Applies to financial assistance contracts. Delete Section 9 if not applicable.)

The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

10. Reporting Requirements:

(Select one of the following two options. Delete the option that does not apply.)

(Option 1) The Division has determined that this is a contract for purchase of goods and services, and therefore is exempt from the reporting requirements of N.C.G.S. § 143C-6-22 & 23.

(Option 2) The Division has determined that this is a contract for financial assistance, and therefore is subject to the reporting requirements described on the attached Notice of Certain Reporting and Audit Requirements, Attachment F.

11. Payment Provisions:

(Select the following options that apply. Delete options that do not apply.)

(Select this clause if funding source does not allow for cash advance.)

Upon execution of this contract, the Contractor shall submit to the Division a monthly reimbursement request 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 60 days of the contract termination date. The Division shall have no obligation for payments based on expenditure reports submitted later than 60 days after termination or expiration of the contract period.

(Select this clause if funding source allows for cash advance.)

Upon execution of this contract, the Contractor may request and, upon approval by the Division, receive an advance of no more than two months' operating expenses plus start-up expenses if approved by the Division. The advance for start up expenses is limited to the amount to be expended within the two-month period. 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. The original expenditure report shall be submitted to the Division Contract Administrator. The Department of Health and Human Services' Controller's Office will analyze the cash needs of the Contractor no less often than every three months. If the Department determines that the advance exceeds the financial needs of the Contractor based on actual monthly expenditures, the excess advance will be reduced from a subsequent month's expenditure report/reimbursement. Any State funds advanced to the Contractor must be returned or settled no later than June 18 of the year in which this contract terminates or the Contractor may request that the outstanding advance of State funds be deducted from the May expenditure report to be reimbursed during June. If the expenditure report is not sufficient in amount to cover the advance settlement, a check representing the difference must be attached to the report. The Division must receive this report no later than June 18. The Contractor shall have up to 60 days for close out of non-State funds, completion and submission of the final monthly expenditure report related to this contract period. The Division shall have no obligation for payments based on expenditure reports submitted later than 60 days after termination or expiration of the contract period. However, if federal funds have been approved for an advance, any excess or unearned federal funds advanced must be returned to the Division no later than the expiration date of the contract or settled with the submission of the final expenditure report. If this contract is terminated prior to the end of the contract period, the Contractor is required to settle or return any State funds advanced within 60 days of the termination date or June 18, whichever occurs first. If the contract extends beyond June 30, a settlement of state funds can be made during the subsequent month of July and settlement of these State funds must occur at the end of the contract period, or by June 18 of the following year, whichever occurs first. All payments are contingent upon fund availability.

(Select this clause if funding source is 100 % State funds.)

Upon execution of this contract, the Contractor shall submit to the Division Contract Administrator, a monthly reimbursement request for services rendered the previous month and, upon approval by the Division, receive payment within 30 days. The Division must make all payments to the Contractor by June 30. Therefore, the Contractor shall submit any adjusted reimbursement request for services, the final request for reimbursement and return any unearned funds, relating to this contract period, to the Division no later than June 18 of the current state fiscal year. The Division shall have no obligation for payment of reimbursement request received later than June 18. If this contract is terminated prior to the original end date, the Contractor is required to submit a final reimbursement report and to return any unearned funds to the Division within 60 days of the contract termination date or no later than June 18. All payments are contingent upon fund availability.

(Select this clause if applicable)

As provided in N.C.G.S. 143C-6-21, this Contract is an annual appropriation of \$100,000 or less to or for the use of a non-profit corporation, and payment shall be made in a single annual payment.

(Select this clause for payments based on paying for results. If this option is selected, the Scope of Work, Attachment B, will need to describe payments based on results.)

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

12. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Division:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name Title Division Mail Service Center Number City, NC 27699-	Name Title Division Street Address City, NC Zip
Telephone Fax Email	

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name Title Company Name Post Office Address City State Zip	Name Title Company Name Street Address City State Zip
Telephone Fax Email	

13. Supplementation of Expenditure of Public Funds:

(Include if funding source or Division policy requires. Delete section if not required.)

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for _____ *(Insert type of services)* services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

14. Disbursements:

(Applies to financial assistance contracts.)

As a condition of this Contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Implement adequate internal controls over disbursements;
- b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to insure that account balance is solvent and reconcile the account monthly.

15. Outsourcing:

The Contractor certifies that it has identified to the Division all jobs related to the Contract that have been outsourced to other countries, if any. Contractor further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Division.

16. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

In Witness Whereof, the Contractor and the Division have executed this contract in duplicate originals, with one original being retained by each party.

(Insert Contractor's name.)

Signature Date

Printed Name Title

ATTEST or WITNESS

(For private sector contracts, use ATTEST and corporate seal and delete witness. All other contracts use WITNESS and delete corporate seal and attest.)

Signature Date

Printed Name Title

[CORPORATE SEAL]

(Insert Division's name.), North Carolina Department of Health and Human Services

Signature Date

Printed Name Title

(If this contract is between two state departments, the Secretary for the North Carolina Department of Health and Human Services needs to sign this contract.)

North Carolina Department of Health and Human Services

Dempsey Benton, Secretary Date

North Carolina (Insert State Department's name.)

(Insert Name), Secretary Date