

REQUEST FOR APPLICATIONS

Statewide Professional and Technical Support Services for Community-Based Substance Misuse Prevention DMH23-003CK-RFA

RFA Posted	7/5/2022		
Information Session	7/8/2022 Session #1 10:00am – 11:00am OR Session #2 1:30pm – 2:30pm		
Questions Due	07/22/2022		
Applications Due	08/26/2022		
Anticipated Notice of Award	09/09/2022		
Anticipated Performance Period	10/01/2022 – 9/30/2023 with annual option to renew through 9/30/2024		
Service	Statewide Professional and Technical Support Services for Community-Based Substance Misuse Prevention (NC SABG Primary Prevention Set-Aside)		
Issuing Agency	NC Department of Health and Human Services, Division of Mental Health, Developmental Disabilities and Substance Use Services		
Email Applications and Questions to	RFA Response Team	Email	RFA.responses@dhhs.nc.gov

THIS REQUEST FOR APPLICATIONS (RFA) advertises the Division’s need for the services described herein and solicits applications offering to provide those services pursuant to the specifications, terms, and conditions specified herein. All applications received shall be treated as offers to contract. If the Division decides to accept an application, an authorized representative of the 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:	Email Address:
City, State & Street Address Zip:	Telephone Number:
Name & Title of Authorized Representative:	DUNS Number:
Signature of Authorized Representative:	Date:

Unsigned or Incomplete Applications Shall Be Returned Without Being Reviewed

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

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1.0 INTRODUCTION

The NC Department of Health and Human Services' Division of Mental Health, Developmental Disabilities and Substance Use Services (DMH/DD/SUS) is launching a redesign of its substance misuse prevention system supported by Substance Abuse Prevention and Treatment Block Grant (SABG) funds administered by the Substance Abuse and Mental Health Services Administration (SAMHSA). A central element of the redesign is implementing a results-based management (RBM) system to improve health outcomes for North Carolinians across the lifespan by preventing and significantly reducing substance use and related problems. Contractors selected through this RFA will support this transition by helping primary prevention initiatives supported by DMH/DD/SUS with SABG funds use RBM processes to significantly reduce substance misuse and related problems across the lifespan and sustain these reductions into the future.

1.1 PURPOSE

Professional and technical service contractors funded under this RFA will help DMH/DD/SUS strengthen and expand the primary prevention workforce and its ability to document desired outcomes. This includes helping SABG-funded primary prevention initiatives use performance management processes such as SAMHSA's Strategic Prevention Framework (SPF) or similar frameworks to:

- Collect and analyze data on needs, capacity, and resources.
- Build diverse partnerships capable of impacting the factors most associated with substance misuse and related problems.
- Use data to identify targeted goals and objectives and measurable outcomes to be achieved.
- Select and implement strategies and activities that have strong evidence of effectiveness for priority problems and populations and are locally and culturally appropriate.
- Continually evaluate progress toward outcomes and modify strategies and activities as needed.

Accordingly, the professional and technical support services funded through this RFA comprise the following categories of services DMH/DD/SUS considers essential for transitioning to an RBM system:

Category I: Assessment and Evaluation

- a. Collection, analysis, and reporting of needs assessment and other data
- b. Coordination of a multiagency State Epidemiological Outcomes Workgroup (SEOW) to identify state priorities and needs
- c. Evaluation of progress toward primary prevention goals, objectives, and outcomes at the state and local levels

Category II: Training, Technical Assistance, and Workforce Development

- d. Training and technical assistance (T/TA) for SABG-funded primary prevention initiatives

- e. Primary prevention workforce development, which includes:
 - o Build/enhance prevention infrastructure to support future prevention efforts
 - o Enhancing primary prevention workforce professional development through certification and other efforts

Category III: Statewide Special Projects

- f. Providing T/TA and other supports to prevent and reduce underage alcohol use
- g. Coordinating multicampus initiatives to reduce college age substance misuse
- h. Providing campus-to-practice internship opportunities to increase primary prevention workforce recruitment
- i. Providing services to reduce alcohol-exposed pregnancies and fetal alcohol spectrum disorder (FASD)
- j. Other Statewide Initiatives, as defined by data

The scopes of work associated with these professional and technical services are described in more detail in Section 5.2. Contractor Responsibilities. Applicants may apply for one or more scopes of work within each category with the following exceptions:

- Those applying to provide statewide services must **not be** housed with or be provided financial support by entities providing direct primary prevention services to communities.
- Those applying to provide evaluation services (Category I.C) may not apply to provide T/TA services (Category II.A).
- Those applying to provide T/TA services (Category II.A) may not apply to provide evaluation services (Category I.C).
- Those applying to coordinate statewide special projects (Category III) may not apply to provide evaluation (Category I.C) services.

These exceptions are intended to prevent conflicts of interest associated with the same entity evaluating services it also provides. Funded contractors will, however, be expected to coordinate efforts under the guidance of DMH/DD/SUS. In addition:

- Those applying to provide statewide services must avoid other conflict of interest including, but not limited to: board membership with other entities applying for statewide or direct primary prevention services; providing direct primary prevention and statewide services; participating in statewide or federal lobbying activities/initiatives; and/or accessing ECCO data offering a competitive advantage over other entities when applying for statewide block grant applications.

1.2 BACKGROUND

A. Background

North Carolina is launching a redesign of its SABG-funded prevention system to significantly reduce substance misuse and related consequences among North Carolinians of all ages. A central element of the redesign is strengthening the ability of the prevention workforce to use data to select, implement, and continually evaluate evidence-informed practices that are locally and culturally appropriate and responsive, in order to document significant reductions in substance misuse and related problems. This redesign is also intended to promote health equity by expanding primary prevention services to meet the needs of populations across the lifespan, including those who historically have been underserved. Because data indicate that alcohol misuse across the lifespan and substance misuse by young adults are key areas of concern in North Carolina and across the nation, the special statewide projects funded under this RFA will work to produce measurable and significant improvements in these areas.

NC DHHS's vision is: "Advancing innovative solutions that foster independence, improve health and promote well-being for all North Carolinians." Its mission is: "In collaboration with our partners, DHHS provides essential services to improve the health, safety and well-being of all North Carolinians."

DMH/DD/SUS supports DHHS's vision and mission by providing quality support to achieve self-determination for individuals with intellectual and/or developmental disabilities and quality services to prevent substance misuse and related problems and promote treatment and recovery for individuals with mental illness and substance use disorders.

DMH/DD/SUS defines substance misuse prevention as, "A proactive process of creating conditions and personal attributes that promote the well-being of individuals, families, and communities."

Funded entities will provide professional and technical services to SABG-funded primary prevention initiatives to improve outcomes across the lifespan and support the following prevention vision, mission, and principles/standards:

Prevention Vision: Healthy communities where all North Carolinians reach their full potential.

Prevention Mission: To promote the well-being of communities through comprehensive, evidence-informed programs, policies, and practices to prevent substance misuse.

Prevention Principles and Standards

- Collaborative
- Community focused
- Comprehensive
- Equity
- Evidence informed
- Innovative
- Results oriented

- Sustainable

Definitions for the above standards are provided in Section 4.0 of this RFA.

B. Goal and Objectives

The goal of DMH/DD/SUS's prevention system redesign is to create an SABG-funded prevention system that uses RBM and performance management processes such as SAMHSA's SPF to achieve significant and documentable reductions in substance misuse and related problems across the lifespan for all North Carolinians. Accordingly, the goal of this RFA is to create a coordinated, collaborative, and highly skilled cadre of professional and technical service contractors that will help DMH/DD/SUS develop and support a high-performing system of state and local primary prevention initiatives.

To achieve this goal, selected contractors will help DMH/DD/SUS achieve the following objectives:

- Strengthen and expand the collection, analysis, reporting, and use of needs assessment and other data at state and local levels and identify and address data gaps
- Expand and formalize processes for interagency and multisector data collection, sharing, and analysis to identify state priorities and needs
- Strengthen and expand capacity to monitor and evaluate state and local prevention system progress toward goals, objectives, and outcomes and use evaluation data to make midcourse corrections as needed
- Strengthen the ability of state and local SABG-funded primary prevention initiatives to reduce substance misuse and related problems by providing high-quality T/TA to:
 - Increase multisector leadership of, and ownership in, prevention initiatives
 - Strengthen capacity to develop and sustain effective partnership structures, expand resources, promote readiness for positive social change, and use RBM processes
 - Increase the use of data to identify priority issues and populations, select and implement strategies, and continually evaluate progress toward outcomes and adjust strategies as needed
 - Target and reduce alcohol and other drug misuse across the lifespan, including among populations which 1) are at elevated risk, 2) have historically been unserved or underserved, and 3) experience health disparities
 - Support the creation and implementation of multicampus initiatives to reduce college age substance misuse
- Strengthen and expand the future primary prevention workforce by partnering with higher education institutions to create a "pipeline" of enhanced academic and experiential opportunities specific to substance misuse prevention

- Enhance prevention workforce development and the retention of professionals through certification

C. Outcomes and Deliverables

The ultimate intended impact of NH DHHS prevention system redesign is significant reductions in substance misuse and related problems across the lifespan for all North Carolinians, including among populations which 1) are at elevated risk, 2) have historically been unserved or underserved, and 3) experience health disparities. Toward that end, expected outcomes from this RFA are measurable increases in:

- The percentage of SABG-funded primary prevention initiatives which:
 - Use valid and representative data to identify priority substance misuse problems, impacted populations, and the key factors driving the problems
 - Select and implement strategies that have strong evidence of effectiveness for priority problems and the populations impacted by them
 - Use evaluation to continually measure, document, and improve the outcomes of their prevention initiatives
 - Demonstrate significant reductions in substance misuse and related problems, including:
 - Reductions across the lifespan for all substances
 - Reductions among college students for all substances
 - Reductions in underage drinking
 - Reductions in alcohol-exposed pregnancies
- Recruitment and retention rates of highly skilled SABG-funded prevention workforce members whose demographics are reflective of the communities they serve
- The percentage of SABG-funded prevention workforce members who are certified

D. Target Population Served/Primary Counties Served

The professional and technical service contractors funded through this procurement will provide services to DMH/DD/SUS and its partners as well as SABG-funded primary prevention initiatives across the state.

2.0 ELIGIBILITY

Applicants must demonstrate:

- Understanding of state goals and how the professional and technical services in this RFA will play a significant role in achieving them.
- Expertise and a history of accomplishment in all service areas for which proposals are submitted.

- Presence and operations in North Carolina for a minimum of 1 year prior to proposal submission.
- 501(c)(3) or NC nonprofit status.
- Ability to receive federal funds.
- Ability to work collaboratively with other professional and technical service contractors.

3.0 **AWARD INFORMATION**

Total Anticipated Available Funding: FY23: \$1,832,500; FY24: \$2,360,000

Anticipated Number of Awards: 3 to 6.

Anticipated Award Amount: A total of \$1,832,500 is available to fund all scopes of service included in this RFA in FY23; \$2,360,000 will be available in FY24.

Length of Project: Up to 2 years with the option to renew upon successful completion of bi-annual deliverables

Project	FY23 Money Available (October 1, 2022-June 30, 2023)	FY24 Money Available (July 1, 2023-September 30, 2024)
Assessment and Evaluation	Up to \$500,000	Up to \$625,000
Training, Technical Assistance, and Workforce Development	Up to \$425,000	Up to \$550,000
Campus Primary Prevention Initiatives	Up to \$250,000	Up to \$325,000
Prevention Workforce—Campus to Practice Opportunity	Up to \$250,000	Up to \$325,000
Underage Alcohol Use T/TA Center	Up to \$250,000	Up to \$325,000
FASD	Up to \$157,500	Up to \$210,000
TOTAL	\$1,832,500	\$2,360,000

*Note: Other projects will be considered up to \$250,000 in FY23 and up to \$325,000 in FY 24, but the total amount awarded will remain the same.

3.1 **SOURCE OF FUNDS AND PASS-THROUGH REQUIREMENTS**

Federal Award Identification Number: 1B08TI083468-01

Federal Award Date: 02/01/2021

Subaward Period of Performance: 10/01/2020 – 9/30/2022

Amount of Federal Funds Obligated by this Action: \$44,996,187

Total Amount of Federal Funds Obligated to the Subrecipient: \$44,996,187

Total Amount of the Federal Award: \$44,996,187

Federal Award Project Description: Substance Abuse Prevention & Treatment Block Grant

Federal Awarding Agency: SAMHSA

Pass-through Entity: North Carolina Department of Health and Human Services, DMH/DD/SUS

DUNS # 809785363

CFDA Number: 93:959

CFDA Name: Substance Abuse Prevention and Treatment Block Grant

Is award R&D: No

3.2 FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

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

4.0 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Acronyms	
CV	Curricula Vitae
DMH/DD/SUS	Division of Mental Health, Developmental Disabilities, and Substance Use Services
ECCO	Electronic Controls Operation
FASD	fetal alcohol spectrum disorder
FFATA	Federal Funding Accountability and Transparency Act
KSA	Knowledge, skills, and abilities
LMEs/MCOs	Local Management Entities/Managed Care Organizations

NC DHHS	North Carolina Department of Health and Human Services
RBM	results-based management
RFA	Request for Applications
SAMHSA	Substance Abuse and Mental Health Services Administration
SEOW	State Epidemiological Outcomes Workgroup
SPF	Strategic Prevention Framework
T/TA	training and technical assistance

Definitions	
Assessment	The process of collecting and analyzing data to identify and prioritize problems and the factors that promote them.
Alcohol, tobacco, and other drug prevention	A proactive process of creating conditions and personal attributes that promote the well-being of individuals, families, and communities.
Campus-to-practice	Practicums or internships for college students with prevention entities that allows for primary alcohol, tobacco and other drug prevention knowledge and skills transfer
Collaborative	An ongoing cross-sector engagement of local key stakeholders working toward a shared, data-defined goal.
Community focused	Incorporating local stakeholders and community members in selecting, organizing, implementing, and evaluating prevention programs, policies and practices; designed to be strength based and community supported throughout the duration of the prevention initiative
Comprehensive	Primary prevention programming should: 1) incorporate multiple evidence-informed strategies across domains (e.g., individual, family, community, and system); 2) address a broad range of risk and protective factors; 3) target multiple substances and intervening variables; and 4) be tailored to meet local needs
Contractor	Subrecipient of federal funding. Term is used interchangeably with Vendor throughout the RFA
Equity	The right to access quality health care for all populations regardless of the individual's race,

Definitions	
	ethnicity, gender, socioeconomic status, sexual orientation, or geographical location. Additionally, everyone has a fair and just opportunity to be as healthy as possible.
Evidence-based prevention	Policies, practices, and programs that evaluation, research, and/or science have shown to be effective in reducing specific problems, behaviors, and/or negative factors or conditions for specific populations
Evidence-informed prevention	Evidence-informed prevention incorporates empirical research, community voices, and professional expertise to design, implement and improve prevention programs and interventions.
Immediate outcome	Measurable increases in knowledge, skills, and/or abilities needed to address factors associated with substance misuse
Innovative	To identify, develop, and implement new or improved policies, practices, and programs that improve individual and community health, with a special focus on the needs of vulnerable populations. Innovative include promising programs that have demonstrated successful outcomes yet are not currently listed on federal best practice registries.
Intermediate outcome	Measurable changes in factors and conditions associated with substance misuse
Long-term outcome	Measurable decreases in substance misuse and/or substance misuse related problems
Primary prevention initiatives	NC non-profit entities implementing primary substance misuse prevention services
Results-based management	An approach that seeks to maximize desired outcomes by using data and analytics to identify problems and the factors that cause them, select and implement effective and situationally appropriate strategies, monitor and evaluate results, and make midcourse corrections as needed
Sustainable	Building, implementing, and maintaining capacity and resources such as human capital, organizational infrastructure, formal linkages and

Definitions	
	partnerships, community support, and finances to ensure long-term, community-wide impact of primary prevention initiatives
State Epidemiological Outcomes Workgroup	A multidisciplinary group of data analysts and stakeholders that meet regularly to collect, share, and analyze data on substance misuse and related problems and make recommendations to inform state-level decision making and action
Technical assistance	Strategies to help recipients use knowledge to solve real life problems. Technical assistance may be basic (e.g., applying knowledge acquired through training) or intensive (e.g., enhancing and supporting knowledge and skills needed to create system-level change or address complex problems).
Training	Educational strategies used to increase knowledge
Vendor	Subrecipient of federal funding. Term is used interchangeably with Contractor throughout the RFA

5.0 SCOPE OF WORK

Overarching Intent and Expectation

Contractors selected through this RFA will provide professional and technical services to SABG-funded primary prevention initiatives to measurably increase their ability to use RBM and performance management processes to reduce substance misuse and related problems across the lifespan for all North Carolinians.

5.1 PROGRAMMATIC REQUIREMENTS AND PRIORITIES

As stated in the Purpose, professional and technical service contractors funded under this RFA will help DMH/DD/SUS strengthen and expand the primary prevention workforce and its ability to document desired outcomes.

All project activities must comply with the design and framework outlined in this RFA. Additionally, the contractor must adhere to the budget and proposed timeline submitted as part of this application.

5.2 CONTRACTOR RESPONSIBILITIES

The responsibilities of entities funded to provide technical and professional services are outlined below.

Category I: Assessment and Evaluation. Up to \$500,000 in total funding is available for all scopes of work in this category in FY23.

I.A. Assessment – Improve state and local ability to collect, analyze, report, and use data related to substance misuse and associated problems.

- Enhance assessment tools and infrastructure for SABG-funded primary prevention initiatives to collect, analyze, use, and report data on:
 - The prevalence, incidence, burden, and other characteristics of existing and emerging substance misuse problems in North Carolina
 - Characteristics of primary populations/subpopulations involved in and/or impacted by substance misuse and related problems
 - Intervening variables that are most highly correlated to priority substance misuse problems, including social determinants of health
- Enhance the ability of SABG-funded prevention initiatives to disaggregate data to identify differences in local population impacts (e.g., disparities)
- Serve as the subject matter expert for the T/TA contractor to build the capacity of SABG-funded primary prevention initiatives to collect, analyze, and use data and other statistical information
- Coordinate with other professional and technical services contractors as directed by DMH/DD/SUS
- Assist DMH/DD/SUS with the implementation of the SABG-funded prevention system redesign, including but not limited to:
 - Providing professional and technical support and assistance delivery to support the implementation of the RFA used to select and fund SABG-funded primary prevention initiatives across the state
 - Providing outreach and T/TA to Local Management Entities/Managed Care Organizations (LMEs/MCOs) during the transition period to ensure continuity of assessment and data-driven decision making
- Develop an evaluation plan sufficient to continually monitor, report on, and improve progress toward contractor assessment deliverables and goals, objectives, and outcomes

I.B. State Epidemiological Outcomes Workgroup (SEOW) – Strengthen NC’s ability to coordinate substance misuse data collection and analysis across sectors and agencies.

- Enhance coordination of a multiagency SEOW to identify state substance misuse prevention priorities and needs
 - Recruit and retain SEOW members from all entities that collect and store key data needed for substance misuse assessment

- Facilitate/coordinate quarterly SEOW meetings in collaboration with DMH/DD/SUS and other statewide prevention partners
- Enhance and expand knowledge of emerging substance use-related consequences, trends, and hot spots around the state
 - Conduct epidemiological monitoring
 - Produce annual reports and quarterly issue briefs to inform DMH/DD/SUS strategic planning and guide future funding to areas and populations with highest needs
- Coordinate with other professional and technical services contractors as directed by DMH/DD/SUS
- Develop an evaluation plan sufficient to continually monitor, report on, and improve progress toward contractor SEOW activities and goals, objectives, and outcomes

I.C. Evaluation – Enhance state and local knowledge of the outcomes and impacts of SABG-funded primary prevention initiatives.

State-level

- Improve state and local ability to evaluate progress toward substance misuse prevention goals, objectives, and outcomes
 - Enhance access to and availability of evaluation tools and systems to enable DMH/DD/SUS to monitor and evaluate immediate, intermediate, and long-term outcomes from all SABG-funded strategies and activities. This includes, but is not limited to, recommendations for strengthening the Electronic Controls Operation (ECCO) capacity to collect, track, and report outcome and process data evaluation information from recipients
 - Conduct statewide evaluation of SABG-funded prevention services
 - Develop processes and annual evaluation reports to help DMH/DD/SUS understand and improve the quality of SABG-funded prevention initiatives
- Coordinate with other professional and technical services contractors as directed by DMH/DD/SUS
- Assist DMH/DD/SUS with the implementation of the SABG-funded prevention system redesign, including but not limited to:
 - Providing professional and technical support and assistance delivery to support the implementation of the RFA used to select and fund SABG-funded primary prevention initiatives across the state
 - Providing outreach and T/TA to LMEs/MCOs during the transition period to ensure continuity of quality assurance and control

Local-level Evaluation

- Enhance and develop evaluation tools and systems to enable SABG-funded primary

prevention initiatives to monitor, evaluate, and report immediate, intermediate, and long-term outcomes from all funded strategies and activities

- Serve as the subject matter expert for the T/TA contractor to build the capacity of SABG-funded primary prevention initiatives to monitor and evaluate their outcomes. This includes providing T/TA to SABG-funded primary prevention initiatives as directed by DMH/DD/SUS

Other

- Develop an evaluation plan sufficient to continually monitor, report on, and improve progress toward contractor evaluation deliverables and goals, objectives, and outcomes

Category II: Training, Technical Assistance, and Workforce Development. Up to \$425,000 in total funds available for all scopes of work in this category in FY23.

II. A. Training and Technical Assistance – Increase the capacity of SABG-funded primary prevention initiatives to use RBM and performance management processes to reduce substance misuse and related problems across the lifespan for all North Carolinians.

- Increase access to and use of highly effective T/TA that supports mastery of RBM and performance management and measurement
 - Develop, coordinate, provide, and evaluate basic and intensive T/TA to SABG-funded primary prevention initiatives to build and strengthen knowledge, skill, and abilities, and core competencies in RBM, performance management, and other needed areas as directed by DMH/DD/SUS and indicated by workforce assessment. This may include but is not limited to in-person and/or virtual individual and group T/TA, workshops, communities of practice, and coaching
 - Recruit and maintain a pool of highly qualified trainers, subject matter experts, and staff or consultants with skill sets necessary for high-quality T/TA
 - Develop operational guidance documents to ensure SABG-funded primary prevention initiatives implement the state's approach to prevention and expectations for SABG-funded prevention initiatives. This includes, but is not limited to, guidance on using data and research to identify, select, implement, and evaluate evidence-informed strategies
 - Maintain the Statewide Provider Help Desk, Learning System, and other online reporting infrastructure—including ECCO—to support program reporting and tracking, workforce development training, and high-quality technical assistance
- Increase the ability of other professional and technical service contractors to use adult learning and T/TA techniques to build the capacity of SABG-funded primary prevention initiatives to reduce substance misuse and related consequences across the lifespan
 - Serve as the T/TA subject matter expert for other contractors
 - Coordinate with other professional and technical services contractors as directed by DMH/DD/SUS
 - Assist DMH/DD/SUS with the implementation of the SABG-funded prevention system

redesign, including but not limited to:

- Providing professional and technical support and assistance to help DMH/DD/SUS implement the RFA, which will be used to select and fund SABG-funded primary prevention initiatives across the state
 - Providing outreach and T/TA to LMEs/MCOs during the transition period to ensure continuity of service provision, which may include, but is not limited to, providing Substance Use and Misuse Prevention Skills Training for staff
- Develop an evaluation plan sufficient to continually monitor, report on, and improve progress toward contractor T/TA deliverables and goals, objectives, and outcomes

II.B. Workforce Development – Increase the recruitment, development, certification, and retention of a highly qualified and effective prevention workforce.

Statewide Prevention Conference

- Increase statewide professional development and networking opportunities for SABG-funded primary prevention initiatives.
 - Convene and coordinate a planning committee and provide conference planning and logistics for an annual or semiannual statewide prevention conference to share information, increase prevention workforce knowledge of research and mastery of performance management processes, and promote peer mentoring and networking

Prevention Workforce Recruitment

- Increase state and local capacity to successfully recruit a diverse and highly qualified prevention workforce
 - Conduct an assessment that identifies key characteristics of the primary prevention workforce. These should include but are not limited to: age, race/ethnicity, education, years in the field, job satisfaction (and reasons associated with satisfaction/dissatisfaction), and plans to remain in the field.
 - Develop a report of assessment findings and recommendations for improving state and local ability to recruit a diverse and highly skilled primary prevention workforce.

Prevention Workforce Needs Assessment

- Increase state knowledge of the competencies and specialized knowledge, skills, and abilities (KSAs) ***needed by*** staff at SABG-funded primary prevention initiatives to reduce substance misuse and related problems among priority populations in North Carolina. (This is intended to expand upon the core competencies required for certification.)
 - Identify core competencies; knowledge, skills, and abilities; and minimum qualifications needed for SABG-funded primary prevention initiatives to implement RBM and performance management processes to address:
 - Priority substance misuse and related problems

- Impacted/involved populations
- Factors, variables, and determinants most correlated to the problems
- Develop a report of findings and recommendations for (1) developing specialized competencies and KSAs that build upon core competencies required for certification, and (2) developing clear scopes of practice for primary prevention professionals in North Carolina (e.g., expected roles and responsibilities).
- Increase state knowledge of the degree to which staff at SABG-funded primary prevention initiatives **have** the competencies and specialized KSAs needed to reduce substance misuse and related problems among priority populations in North Carolina
 - Conduct a formal assessment of the competencies and KSAs of SABG-funded prevention workforce every 3 years and produce a report of findings which includes, but is not limited to, priority T/TA needs and changes since the previous assessment

Prevention Workforce Support

- Increase the percentage of primary prevention practitioners who are certified in North Carolina
- Increase the retention rates of primary prevention workforce practitioners in North Carolina

Other

- Coordinate with other professional and technical services contractors as directed by DMH/DD/SUS
- Assist DMH/DD/SUS with the implementation of the SABG-funded prevention system redesign, including but not limited to:
 - Providing professional and technical support and assistance to help DMH/DD/SUS implement the RFA, which will be used to select and fund SABG-funded primary prevention initiatives across the state
- Develop an evaluation plan sufficient to continually monitor, report on, and improve progress toward contractor workforce development deliverables and goals, objectives, and outcomes

Category III: Statewide Special Projects. A total of \$907,500 is available to fund projects in this category in FY23. Up to \$250,000 is available per project for III.A., III.B., and III.C.; up to \$157,500 is available for project III.D in FY23.

III.A. Underage Alcohol Use T/TA Center – Increase state and local capacity to prevent and reduce underage alcohol use.

- Increase access to, and use of, highly effective T/TA that empowers SABG-funded primary prevention initiatives to decrease underage alcohol use
- Provide statewide T/TA and other services to support statewide and local efforts to prevent and reduce underage alcohol use, which includes but is not limited to promoting secure

storage and monitoring of alcohol products, reducing social and retail access, and promoting and creating local alcohol policy efforts

- Coordinate with other professional and technical services contractors as directed by DMH/DD/SUS
- Assist DMH/DD/SUS with the implementation of the SABG-funded prevention system redesign, including but not limited to:
 - Providing professional and technical support and assistance to help DMH/DD/SUS implement the RFA, which will be used to select and fund SABG-funded primary prevention initiatives across the state
- Develop an evaluation plan sufficient to continually monitor, report on, and improve progress toward underage alcohol T/TA and other deliverables and goals, objectives, and outcomes

III.B. Campus Primary Prevention Initiatives – Increase the capacity and number of NC institutions of higher education that are actively working to reduce and prevent substance misuse among their students.

- Increase access to statewide T/TA and other services to support the development of campus initiatives to prevent and reduce substance misuse by college students
 - Establish a statewide coordinating center that:
 - Awards, manages, and oversees mini-grants to campus-based efforts to support evidence-based and evidence-informed prevention initiatives. These initiatives may include but are not limited to developing and implementing campus alcohol policies, campaigns to increase the perception of harm associated with underage substance misuse, and efforts to increase the degree to which local businesses check ID and do not sell alcohol and tobacco products to underage consumers.
 - Provides T/TA to help campus-based efforts assess needs, select and implement strategies, and monitor and evaluate results
 - Creates and implements a statewide multi-campus strategic plan that is based on data and research and convenes work groups to implement the plan
 - Coordinates peer mentoring, networking, and collaboration among multi-campus initiatives.
- Coordinate with other professional and technical services contractors as directed by DMH/DD/SUS
- Assist DMH/DD/SUS with the implementation of the SABG-funded prevention system redesign, including but not limited to:
 - Providing professional and technical support and assistance to help DMH/DD/SUS implement the RFA, which will be used to select and fund SABG-funded primary prevention initiatives across the state

- Develop an evaluation plan sufficient to continually monitor, report on, and improve progress toward campus initiative deliverables and goals, objectives, and outcomes

III.C. Prevention Workforce—Campus to Practice Opportunity – Increase access to, and the quality of, postsecondary academic coursework and experiential education opportunities pertaining to substance misuse prevention.

- Increase the number of colleges and universities that offer high-quality internships and academic coursework specific to substance misuse prevention. Activities include but are not limited to:
 - Developing new, and expanding existing, prevention workforce partnerships and collaborations among colleges and universities
 - Analyzing existing substance use prevention specific or relevant coursework
 - Developing coursework recommendations and content (where appropriate)
 - Identifying, coordinating, and overseeing opportunities for substance use prevention—specific coursework and internships (work study) with prevention practitioners, statewide entities, and DMH/DD/SUS
- Develop an evaluation plan sufficient to continually monitor, report on, and improve progress toward Prevention Workforce Campus to Practice deliverables and goals, objectives, and outcomes

III.D. Fetal Alcohol Spectrum Disorder (FASD) Initiatives – Increase state and local capacity to prevent and reduce alcohol-exposed pregnancies and FASD.

- Increase awareness of birth defects and health disparities (e.g., intellectual and developmental disabilities, substance misuse disorders, behavioral problems) caused by prenatal alcohol exposure. This includes but is not limited to:
 - Coordinating efforts with existing FASD entities and DMH/DD/SUS
 - Providing best practice education and TA regarding the prevention of alcohol-exposed pregnancies and FASD to the public, individuals of reproductive age (15–44 years), families of individuals with FASD, and professionals
 - Providing training, information, and resources for professionals serving individuals with possible prenatal alcohol exposure or FASD to prevent the likelihood of those individuals developing secondary characteristics such as mental illness and substance misuse disorders
 - Providing information and facilitating appropriate referrals for families or individuals concerned about prenatal child exposure to alcohol
 - Collecting data on alcohol-exposed pregnancies, individuals living with FASD, and associated health disparities
- Develop an evaluation plan sufficient to continually monitor, report on, and improve progress

toward FASD deliverables and goals, objectives, and outcomes

III. E. Other Statewide Initiatives – Additional projects are encouraged, but contingent upon funding availability. At minimum, proposals must include the following:

- Demonstrated need for the initiative using data
 - Specify target audience, with emphasis on how services will identify and address equity.
 - Describe the purpose and scope of the initiative and how the initiative will collaborate with other primary ATOD prevention statewide services
- Coordinate with other professional and technical services contractors as directed by DMH/DD/SUS
 - Assist DMH/DD/SUS with the implementation of the SABG-funded prevention system redesign as needed, depending on the scope/purpose of the project
 - Develop an evaluation plan sufficient to continually monitor, report on, and improve progress toward deliverables and goals, objectives, and outcomes

5.3 PERFORMANCE STANDARDS AND EXPECTATIONS

All funded Contractors must:

- Demonstrate the ability to meet or exceed all professional and technical services deliverables for which they are funded.
- Comply with all work plan and reporting requirements.
- Measure and report outcomes as established and approved by DMH/DD/SUS.

5.4 REPORTING REQUIREMENTS

- Annual Work Plan. The contractor must provide DMH/DD/SUS with a plan of operations which describes how and when all deliverables and performance measures will be accomplished. This plan must include, but is not limited to, timelines and responsibilities for key tasks and process and outcome evaluation measures. The work plan templates submitted as part of the application process by contractors selected for funding by DMH/DD/SUS will serve as the basis for the annual work plan; contractors will incorporate any needed revisions to their plans after DMHDD/SUS review.
 - **Year One Work Plan: This plan is due within 30 business days of contract start up.**
 - **Year Two Work Plan:** This plan is due no later than 90 business days prior to the start of Year Two of the contract.
- **Monthly Reports**
 - **Progress Reports.** The Contractor must provide written monthly progress reports to the Department within 10 business days of the end of the previous month describing accomplishments of the contract goals and performance measures. Each monthly progress report must include, but is not limited to:

- A summary of the key work performed during the monthly period, including updates and outcomes of services provided
- Copies of completed deliverables
- Challenges and recommended solutions
- Proposed updates to the Annual Work Plan
- **Data Reports.** The contractor must provide data reporting in the formats, and by the timelines, established by DMH/DD/SUS.
- **Annual Report.** The Contractor must complete and submit an end-of-year report no later than 30 days after the end of the state fiscal year, which includes, but is not limited to:
 - Progress toward all deliverables and contract goals, objectives, and outcomes as documented through evaluation
- **Ad Hoc Reports.** The Contractor may be required by the Department to prepare ad hoc reports and/or presentations on topics related to the contract scope of work and deliverables and on timelines deemed necessary by the Department

5.5 OTHER CONTRACTOR REQUIREMENTS

- The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5.6 CONTRACTOR QUALIFICATIONS AND CAPACITY

Eligible applicants must:

- Have 501(c)(3) status or be a NC nonprofit
- Have been providing services in North Carolina for 1 year prior to the submission of this proposal
- Provide a clear organization/collaboration chart that shows structure and management detail
- Document that all staff bid in their proposal are highly qualified to provide the technical and professional services outlined in their proposal
- Document a successful organizational history of accomplishment related to all deliverables and contract goals, objectives, and outcomes for professional and technical services outlined in their proposal

- Demonstrate a thorough understanding of, and ability to use, performance management and performance measurement to achieve desired outcomes
- Describe any partnering entities that will participate in providing professional and technical services and document each partner's area(s) of focus and qualifications.
- [Demonstrate collaborative engagement with other statewide professionals and technical services. Document how proposed serves will seamlessly collaborate to support the statewide system.](#)
- Demonstrate internal controls that use generally accepted accounting principles

6.0 DIVISION RESPONSIBILITIES

DMH shall:

- Monitor the Grantee's performance through reporting and communication mechanisms outlined within this RFA.
- Provide input, as needed, regarding expectations of contracted deliverables
- Provide support technical assistance as needed or requested to comply with the terms of this contract.
- Reimburse the Grantee as described in "Reimbursement" below.

6.1 Performance Oversight

The Division of Mental Health, Developmental Disabilities and Substance Abuse Services assumes responsibility for monitoring the performance of the selected applicants and the outcomes of these projects.

7.0 TERM OF CONTRACT, OPTIONS TO EXTEND

The performance period for this contract begins 10/1/2022 and ends 09/30/2024. Year one budget timeframe is 10/1/2022 – 6/30/2023. Year two budget timeframes are 7/1/2023 – 6/30/2024 and 7/1/2024 – 9/30/2024. Up to two possible option years may be exercised by mutual agreement in accordance with the Terms and Conditions. Any extension of funding for the funding period will be determined by the availability of funds and status of goals and outcomes.

8.0 BUDGET

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

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

The Contractor shall create three (3) budgets – one for each budget timeframe, as indicated in Section 7.0. Indirect costs are allowed up to 10%.

9.0 INVOICING AND REIMBURSEMENT

Upon execution of this contract, the Contractor shall submit to the DMH/DD/SAS Contract Administrator a monthly reimbursement request for services rendered the previous month by the 15th 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 DMH/DD/SAS within 30 days of the contract termination date. DMH/DD/SAS 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. Payment shall be made in accordance with the contract documents as described in the scope of work.

10.0 THE SOLICITATION PROCESS

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

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

11.0 GENERAL INFORMATION ON SUBMITTING APPLICATIONS

1) Award or Rejection

All qualified applications will be evaluated and awards made to those agencies or organizations whose capabilities are deemed to be in the best interest of the funding agency. The funding agency reserves the unqualified right to reject any or all offers if determined to be in its best interest. Successful Contractors will be notified by 9/9/2022.

2) Decline to Offer

Any agency or organization that receives a copy of the RFA but declines to make an offer is requested to send a written "Decline to Offer" to the funding agency. Failure to respond as requested may subject the agency or organization to removal from consideration of future RFAs.

3) Cost of Application Preparation

Any cost incurred by an agency or organization in preparing or submitting an application is the agency's or organizations sole responsibility; the funding agency will not reimburse any agency or organization for any pre-award costs incurred.

4) Elaborate Applications

Elaborate applications in the form of brochures or other presentations beyond that necessary to present a complete and effective application are not desired.

5) Oral Explanations

The funding agency will not be bound by oral explanations or instructions given at any time during the competitive process or after awarding the grant.

6) Reference to Other Data

Only information that is received in response to this RFA will be evaluated; reference to information previously submitted will not suffice.

7) Titles

Titles and headings in this RFA and any subsequent RFA are for convenience only and shall have no binding force or effect.

8) Form of Application

Each application must be submitted on the form provided by the funding agency, which will become the funding agency's Performance Agreement (contract).

9) Exceptions

All applications are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions. The attachment of other terms and condition by any agency and organization may be grounds for rejection of that agency or organization's application. Funded agencies and organizations specifically agree to the conditions set forth in the Performance Agreement (contract).

10) Advertising

In submitting its application, agencies and organizations agree not to use the results therefrom or as part of any news release or commercial advertising without prior written approval of the funding agency.

11) Right to Submitted Material

All responses, inquiries, or correspondence relating to or in reference to the RFA, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the agency or organization will become the property of the funding agency when received.

12) Competitive Offer

Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any application submitted in response to this RFA thereby certifies that this application has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.

13) Agency and Organization's Representative

Each agency or organization shall submit with its application the name, address, and telephone number of the person(s) with authority to bind the agency or organization and answer questions or provide clarification concerning the application.

14) Subcontracting

Agencies and organizations may propose to subcontract portions of work provided that their applications clearly indicate the scope of the work to be subcontracted, and to whom. All information required about the prime grantee is also required for each proposed subcontractor. **A subcontractor contract template must be submitted with the contractor's application. All subcontractors must be approved prior to use by the contractor.**

15) Proprietary Information

Trade secrets or similar proprietary data which the agency or organization does not wish disclosed to other than personnel involved in the evaluation will be kept confidential to the extent permitted by NCAC TO1: 05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL." Any section of the application that is to remain confidential shall also be so marked in boldface on the title page of that section.

16) Participation Encouraged

Pursuant to Article 3 and 3C, Chapter 143 of the North Carolina General Statutes and Executive Order No. 77, the funding agency invites and encourages participation in this RFA by businesses owned by minorities, women and the disabled including utilization as subcontractor(s) to perform functions under this Request for Applications.

17) Contract

The Division will issue a contract to the recipient of the grant that will include their application.

18) Federal Certifications

- i) Agencies or organizations receiving Federal funds will be required to execute Federal Certifications regarding Non-discrimination, Drug-Free Workplace, Environmental Tobacco Smoke, Debarment, Lobbying, and Lobbying Activities. A copy of the Federal Certifications is included in this RFA for your reference (see Appendix B). Federal Certifications should be signed and returned with the application.

19) Insurance

Proof of minimum insurance requirements is required for the contractor and all subcontractors upon award.

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

12.0 APPLICATION CONTENT AND INSTRUCTIONS

Applicants who are applying for more than one scope of work must submit a separate application for each project. Applicants who are submitting multiple applications must note in the relevant sections of each application the other scopes of work for which they are applying and how administering the scopes congruently will enhance the value and delivery of professional and technical services and increase cost-effectiveness for DMH/DD/SUS.

Applications should provide a concise description of the applicant's capabilities, partnerships, history of accomplishment, and approach for implementing and evaluating the impact of all professional and technical services included in their applications. The portion of the Narrative which includes Proposal Summary, Organizational Background and Qualification, Project Evaluation Plan, and Project Staffing, must be **no more than ten (10) pages. Applicants applying for Category III, Special Projects must also provide a two (2) page Assessment of Need/Problem Statement. There is no limit on the number of pages for the Plan(s) of Action/Work Plan(s)**, however, the intent of the template is to help applicants succinctly convey the results they expect to achieve and demonstrate how all actions directly contribute to those results. Therefore, this section, and all other sections, will be evaluated on brevity and clarity. The application must be **single-spaced, use Times New Roman 12-point font for all text, 10-point font in tables and graphics** if they are included, **1" margins**, and be organized into the following major sections:

Application Sections		Page Limits
A	Cover Page	N/A
B	Face Page	N/A
C	Proposal Summary	1
D	Organizational Background and Qualifications	2
E	Assessment of Needs/Problem Statement (Category III Applicants Only)	2
F	Plan of Action/Work Plan Templates (Appendixes C-L)	N/A
G	Project Evaluation Plan	2
H	Project Staffing	2
I	Anticipated Challenges and Resolutions	1
J	Line-Item Budget and Budget Narrative (Attachment A)	N/A
K	Appendixes A-O	N/A

- A. Cover Page.** Complete all fields and include a signature by an authorized official of the Contractor organization
- B. Face Page.** Provide the following information:
- The Contractor's name, principal place of business, website address
 - 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 of 1 page). Provide the following information:
1. The professional and technical service (scope of work) the applicant is applying to provide
 2. Any additional professional and technical services/scopes of work the applicant is applying to provide under this RFA through separate applications
 3. A brief description of the applicant and any partnering entities
 4. Documentation of how the applicant (and partners if applicable) is highly qualified in the professional and technical service areas being proposed
 5. A brief description of past accomplishments and outcomes in providing the professional and technical services being proposed
 6. A summary of the primary approach(es) to be used in providing those professional and technical services, evaluating service impacts, and continually improving service outcomes
- D. Organization Background and Qualifications** (maximum of 2 pages): Describe the Contractor Organization and its qualifications for providing professional and technical services. This must include the following:
1. Mission of the Contractor Organization
 2. A brief overview of the Contractor's history
 3. Brief overview of the Contractor's experience with providing the service (organization's past achievements and accomplishments and evidence of its impact)
 4. Brief overview of all services provided by the Contractor within the last 5 years that relate to the professional and technical services being proposed, including:
 - a. The beginning and ending dates of the contracts
 - b. The services provided under those contracts
 - c. Whether any of those contracts were terminated early for cause by either party to the contract
 - d. Any key lessons learned from each of those contracts

- e. The name, address, and telephone number of at least one manager in each client organization who is personally familiar with the Vendor's performance under the contract
5. Qualifications/background of the organization's key staff (résumés are to be included in Appendix L and do not count toward page limits)
 6. Contractor Organization website, with links to pages highlighting experience relevant to professional and technical services being proposed
 7. The details of:
 - a. Any criminal convictions of any of the Contractor or any of their officers, directors, employees, agents or subcontractors of which the Contractor have knowledge or a statement that there are none
 - b. Any criminal investigations pending against of any of the Contractor or any of their officers, directors, employees, agents or subcontractors of which the Contractors have knowledge or a statement that there are none
 - c. Any regulatory sanctions levied against any of the Contractors or any of their officers, directors, employees, agents, or subcontractors by any state or federal regulatory agencies within the past 3 years of which the Contractors have knowledge or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings
 - d. Any regulatory investigations pending against of any of the Contractors or any of their officers, directors, employees, agents, or subcontractors by any state or federal regulatory agencies of which the Contractors have knowledge or a statement that there are none. Note: The Department may reject a proposal solely on the basis of this information
 - e. Any of the Contractor's directors, partners, proprietors, officers or employees, or any of the proposed project staff are related to any DHHS employees. If such relationships exist, identify the related individuals, describe their relationships, and identify their respective employers and positions
 - f. Assurance that the Contractor and the proposed Contractor staff are not excluded from participation by Medicaid or the Office of the Inspector General of the United States Department of Health and Human Services

An organizational chart identifying the title (and names, when available) of personnel who will be assigned to work on this project should be provided in Appendix M. Letters of commitment from partners and subcontractors should be provided in Appendix N. These appendixes are not included in the page count for this section.

- E. Assessment of Needs/Problem Statement** (maximum of 2 pages)—**Note: This section only pertains to Category III applicants**: Describe the Contractor Organization's understanding of the problem to be addressed through professional and technical services (i.e., underage alcohol use, substance misuse among college and university students, prevention workforce development and recruitment, and alcohol-exposed pregnancies/FASD). Address the following points:

1. Describe the problem to be addressed and include state and local statistics documenting the need
2. Describe primary geographic areas to be targeted by services
3. Describe the target population/subpopulations to be served, including race/ethnicity, age, and gender
4. Describe the number of persons to be served

F. Plan of Action/Work Plan(s) (no page limits)

Applicants must complete the Work Plan Templates (Appendixes C–K) for all scopes of service for which they are applying. Basic instructions for completing each section are provided below. Each template contains additional instructions.

Goal: State-identified goals are prepopulated in each template. For each goal, provide the following information:

Long-Term Outcome: Describe the degree of change that will occur to achieve the goal by June 30, 2024. Identify the data source(s) that will be used to measure progress toward the outcome.

Long-Term Outcome Indicator(s): If applicable, describe interim indicators that will be used to monitor progress toward the long-term outcome (include the degree of change and date by which change will be achieved), and identify the data sources that will be used to measure the change.

Objective: State-identified objectives which link to each goal are prepopulated in each template. Applicants may also propose additional objectives they view as important to achieving the goal. For each objective, provide the following information:

Intermediate Outcome(s): State the degree of change that will occur to achieve the objective, by what date. Identify the data source(s) that will be used to measure progress toward the outcome. (Details on outcome evaluation should be provided in the Project Evaluation Plan narrative.)

Immediate Outcome(s): State the degree of change in knowledge, skills, and/or abilities that will be developed—by whom and by what date—to achieve the objective. (Details on outcome evaluation should be provided in the Project Evaluation Plan narrative.) For each immediate outcome, provide the following information:

Activities: Summarize each activity that will be completed to achieve each immediate outcome. Required activities for each scope of work (as detailed in Section 5.2 Contractor Responsibilities), must be addressed in this section, but applicants may also propose additional activities to achieve goals, objectives, and outcomes. Use a separate row for each activity, inserting as many rows as needed into the template. For each activity, provide the following information:

Timelines: Provide the month/year each activity will start and end. If activities are ongoing, note that in the “End Date” column.

Staff Responsible: Note the title(s) of the person(s) responsible for leading each activity.

Process indicators: Briefly describe how implementation of the activity will be monitored and evaluated. (Details on process evaluation should be provided in the Project Evaluation Plan narrative.)

Outputs: Describe materials and products that will be produced as a result of the activity.

G. Project Evaluation Plan (maximum of 2 pages)

Applicants must submit an evaluation plan detailing how they will evaluate all process indicators and long-term, intermediate, and immediate outcomes contained in their proposed Plan of Action(s)/Work Plan(s). Information in this section must include, but is not limited to, the following:

1. Key evaluation questions and criteria
2. The data sources (qualitative and quantitative) and evaluation instruments to be used to monitor all process measures and measure progress toward each outcome
3. How data will be collected, from whom, by whom, and by what timelines
4. How data will be analyzed
5. How data findings will be reported to DMHDDSUS
6. How data finding will be used to improve outcomes, including identifying recommendations to DMHDDSUS regarding changes to Plans of Actions/Work Plans.

H. Project Staffing (maximum of 2 pages)

Describe how the Contractor will staff the project. Provide the name and qualifications of each of the proposed team members (including subcontractors). Résumés and/or CVs must be provided for each proposed team in Appendix L.

I. Resolution of Challenges (maximum of 1 page)

Identify potential challenges associated with the scope of work and describe how they will be addressed or minimized.

J. Line-Item Budget and Budget Narrative (no page limits)

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

Supporting documents excluded from page limits above:

- Applicable Terms and Conditions (select and attach the appropriate Terms and Conditions for your organization type from Appendix A)
- Applicable Certifications from Appendix B
- Résumés and/or CVs (Appendix M)
- An organizational chart identifying the personnel who will be assigned to work on this project (Appendix N)
- Letters of commitment from key partners and subcontractors (Appendix O)

Submit complete Application, including signature of authorized representative to RFA.responses@dhhs.nc.gov no later than 5:00pm on August 26, 2022

13.0 EVALUATION CRITERIA AND SCORING

PHASE I: INITIAL QUALIFYING CRITERIA

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

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

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 on how well each response addresses the following core factors. DHHS will consider scores, organizational capacity, and distribution among catchment areas, and variety of quality improvement plans in determining awards.

Please note that Contractors not meeting the eligibility requirements or any of the minimum or mandatory requirements as stated in Phase I will not be scored.

Scoring for Categories I and II	
Evaluation Criteria	Score
Proposal Summary	5
Organizational Background and Qualifications	20
Plan of Action/Proposed Work Plan	30
Anticipated Challenges and Resolutions	5
Project Evaluation Plan	10
Project Staffing	20
Line-Item Budget and Budget Narrative	10
Total Score	100

Scoring for Category III	
Evaluation Criteria	Score
Proposal Summary	5
Organizational Background and Qualifications	20
Assessment of Need/Problem Statement	20
Plan of Action/Proposed Work Plan	30
Anticipated Challenges and Resolutions	5
Project Evaluation Plan	10
Project Staffing	20
Line-Item Budget and Budget Narrative	10
Total Score	120

ATTACHMENT A
LINE-ITEM BUDGET AND BUDGET NARRATIVE

Budget Categories	Amount	Narrative
Year One: 10/1/2022 – 6/30/2023		
Year Two: 7/1/2023 – 6/30/2024 and 7/1/2024 – 9/30/2024		
Human Resources		
Salary/Wages		
Fringe Benefits		
Other		
Operational Expenses/Capital Outlays		
Supplies and Materials		
Furniture		
Other		
Equipment		
Communication		
Office		
IT		
Assistive Technology		
Medical		
Vehicles		
Scientific		
Other		
Travel		
Provider Staff		
Board Members (Travel, Per Diem)		
Utilities		
Gas		
Electricity		
Telephone		
Water		
Other		
Repair and Maintenance		

Staff Development (Provider Staff Only)		
Media/Communication/Public Affairs		
Advertising		
Audiovisual presentations/multimedia/tv/radio presentations		
Logos		
Promotional items		
Publications		
Public service announcements and ads		
Reprints		
Text translation into another language		
Websites and web materials		
Rent		
Office Space		
Equipment		
Furniture		
Vehicles		
Other		
Professional Services		
Legal		
IT		
Accounting		
Payroll		
Security		
Other		
Audit Services		
Service Payments		
Incentives and Participants		
Insurance and Bonding		
Not Otherwise Classified		
Subcontracting and Grants		
Indirect Costs		
Total Budgeted Expenditures		

APPENDIX A

TERMS AND CONDITIONS

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

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

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Services

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

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

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

Indemnity and Insurance

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

- (a) **Insurance:** During the term of the contract, the Contractor shall provide, at its sole cost and expense, commercial insurance of such types and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:
- (1) **Professional Liability Insurance:** The Contractor shall ensure that the Contractor and its employees, agents, and subcontractors each maintain through an insurance company or through a program of self-funded insurance, professional liability insurance with limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate.

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

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

Default and Termination

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

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

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

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

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

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

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

Oversight

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

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

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

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

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

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

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

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

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

Default and Termination

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

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

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

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

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

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

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

Intellectual Property Rights

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

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

Oversight

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

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

Warranties and Certifications

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

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

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

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. The Contractor shall be responsible for the performance of all of its subcontractors.

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

Termination

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

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

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

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Division determines that some or all of the activities within the scope of this contract are subject to the Health Insurance

Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

Confidentiality

Confidentiality: Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Contractor under this contract shall be kept confidential and not divulged or made available to any individual or organization without the prior written approval of the Division.

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

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

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

Oversight

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

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

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

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

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of

the agreement and should not be used to construe the meaning thereof.

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

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

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

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Services

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

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

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

Indemnity and Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Default and Termination

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

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

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

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

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

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

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

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

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

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

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

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

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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

International travel shall not be reimbursed under this contract.

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

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

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Services

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

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

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

Indemnity and Insurance

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

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

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

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

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

- (A) owned by the Contractor and used in the performance of this contract;
- (B) hired by the Contractor and used in the performance of this contract; and
- (C) owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance. The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

- (u) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (v) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (w) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.
- (x) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.
- (y) Providing and maintaining the types and amounts of insurance or self-insurance specified in this

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

- (z) With the exception of programs of self insurance, the Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
 - (aa) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
 - (bb) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
 - (cc) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance, if requested, to the Division before the Contractor begins work under this contract.

Default and Termination

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

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

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

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

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

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

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

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

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

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

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

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX B

CERTIFICATIONS AND ASSURANCES

1. Conflict of Interest (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. [Iran Divestment Act](#)
7. [FFATA Subawardee Reporting Form](#)

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of _____

County _____

I, _____, Notary Public for said County and State, certify that

_____ personally appeared before me this day and acknowledged

that he/she is _____ of _____
[name of Organization]

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

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

(Official Seal)
Notary Public

My Commission expires _____, 20 ____

Instruction for Organization:

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

Name of Organization

Signature of Organization Official

Conflict of Interest Policy Example

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

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

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

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

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

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

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

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

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

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

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

Approved by:

##ContractorName##

Name of Organization

Signature of Organization Official

Date

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

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

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

Entity's Letterhead

[Date of Certification (mmddyyyy)]

To: State Agency Head and Chief Fiscal Officer

Certification:

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

Sworn Statement:

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

Board Chair

[Title of Second Authorizing Official]

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

(Notary Signature and Seal)

My Commission Expires: _____

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management:
NCGrants@osbm.nc.gov-(919)807-4795

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

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

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

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

Vendor: _____

By: _____
Signature Date

Printed Name Title

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

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

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

IRS Tax Exemption Verification Form (Annual)

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

Name of Agency _____

Chairman, Executive Director, or other Authorized Official

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

Notary Public

My Commission expires: _____

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 - [] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;
 - OR**
 - [] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Title

Contractor Name

Date

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

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

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

Address

Street

City, State, Zip Code

Street

City, State, Zip Code

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

III. Certification Regarding Environmental Tobacco Smoke

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

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

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

Instructions

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

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

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

Certification

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

V. Certification Regarding Lobbying

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

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

VI. Disclosure Of Lobbying Activities

Instructions

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

**Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)**

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: Year _____ Quarter _____ Date Of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <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>\$ _____ € actual € planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No: _____ Date: _____

Federal Use Only

Authorized for Local Reproduction
Standard Form - LLL

State Certifications
Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes 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. 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

Certifications

- (1) **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
- (2) **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.
- (3) **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.
- (4) 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

Signature of Contractor’s Authorized Agent

Date

Printed Name of Contractor’s Authorized Agent

Title

Signature of Witness

Date

Printed Name of Witness

Title

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

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

A. Exemptions from Reporting

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

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

The entire FFATA reporting requirement:

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

Only executive compensation data reporting:

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

Signature _____ Name _____ Title _____

Entity _____ Date _____

B. Reporting

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

Entity's Legal Name _____ Contract Number _____

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

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

Entity's Location

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

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

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

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

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

Appendix C

I.A. Assessment: Plan of Action/Work Plan Template

Goal I.A: Improve state and local ability to collect, analyze, report, and use data related to substance misuse and associated problems.

Long-Term Outcome I.A: *Describe the degree of change that will be achieved in state and local ability to collect, analyze, report, and use needs assessment and other data by June 30, 2024. Identify the data source(s) that will be used to measure progress toward the outcome.*

Long-Term Outcome Indicator(s): *If applicable, describe interim indicators that will be used to monitor progress toward the long-term outcome and identify the data sources to be used to measure progress.*

Objective I.A.1: Enhance assessment tools and infrastructure to collect, analyze, use, and report data on:

- Prevalence, incidence, burden, and other characteristics of existing and emerging substance misuse problems in NC
- Characteristics of primary populations/subpopulations involved in and/or impacted by substance misuse and related problems
- Intervening variables most highly correlated to priority substance misuse problems, including social determinants of health

Intermediate Outcome(s) I.A.1: *Describe the degree of change that will occur to existing assessment tools and infrastructure, by what date. Identify the data source(s) that will be used to measure progress toward the outcome.*

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Objective I.A.2: Enhance the ability of SABG-funded prevention initiatives to disaggregate data to identify differences in local population impacts (e.g., disparities).

Intermediate Outcome(s) I.A.2: *Describe the degree of change that will occur to the ability of SABG-funded prevention initiatives to disaggregate data to identify differences in in local population impacts, by what date. Identify the data source(s) that will be used to measure progress toward the outcome.*

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Objective I.A.3 (optional):

Intermediate Outcome(s) I.A.3 (optional):

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Appendix D

I.B. SEOW: Plan of Action/Work Plan Template

Goal I.B: Strengthen North Carolina’s ability to coordinate substance misuse data collection and analysis across sectors and agencies.

Long-Term Outcome I.B: *Describe the degree of change that will be achieved in coordinating substance misuse data collection and analysis across sectors and agencies by June 30, 2024. Identify the data source(s) that will be used to measure progress toward the outcome.*

Long-Term Outcome Indicator(s): *If applicable, describe interim indicators that will be used to monitor progress toward the long-term outcome and identify the data sources to be used to measure progress.*

Objective I.B.1: Enhance coordination of a multiagency SEOW to identify state substance misuse prevention priorities and needs.

Intermediate Outcome(s) I.B.1: *Describe the degree of change that will occur to existing ability to identify state substance misuse prevention priorities and needs. Identify the data source(s) that will be used to measure progress toward the outcome.*

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Objective I.B.2: Enhance and expand knowledge of emerging substance use-related consequences, trends, and hot spots around the state.

Intermediate Outcome(s) I.B.2: *Describe the degree of change that will occur to existing knowledge of emerging substance use-related consequences, trends, and hot spots around the state. Identify the data source(s) that will be used to measure progress toward the outcome.*

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Objective I.B.3 (optional):						
Intermediate Outcome(s) I.B.3 (optional):						
Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Appendix E

I.C. Evaluation: Plan of Action/Work Plan Template

Goal 1.C: Improve state and local ability to evaluate progress toward substance misuse prevention goals, objectives, and outcomes.

Long-Term Outcome I.C: *Describe the degree of change that will be achieved in state and local ability to evaluate progress toward substance misuse prevention goals, objectives, and outcomes by June 30, 2024. Identify the data source(s) that will be used to measure progress toward the outcome.*

Long-Term Outcome Indicator(s): *If applicable, describe interim indicators that will be used to monitor progress toward the long-term outcome and identify the data sources to be used to measure progress.*

Objective I.C.1: Enhance access to and availability of evaluation tools and systems to enable DMH/DD/SUS to monitor and evaluate immediate, intermediate, and long-term outcomes from all SABG-funded strategies and activities.

Intermediate Outcome(s) I.C.1: *Describe the degree of change that will occur to existing evaluation tools and infrastructure, by what date. Identify the data source(s) that will be used to measure progress toward the outcome.*

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Objective I.C.2: Enhance state knowledge of the outcomes and impacts of SABG-funded primary prevention initiatives.

Intermediate Outcome(s) I.C.2: *Describe the degree of change that will occur to state knowledge of the outcomes and impacts of SABG-funded primary prevention initiatives, by what date. Identify the data source(s) that will be used to measure progress toward the outcome.*

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Objective I.C.3 (optional):						
Intermediate Outcome(s) I.C.3:						
Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Appendix F

II.A. T/TA: Plan of Action/Work Plan Template

Goal II.A: Increase the capacity of SABG-funded primary prevention initiatives to use RBM and performance management processes to reduce substance misuse and related problems across the lifespan for all North Carolinians.

Long-Term Outcome II.A: *Describe the degree of change by June 30, 2024, that will be achieved in the ability of SABG-funded primary prevention initiatives to use RBM and performance management processes to reduce substance misuse and related problems across the lifespan for all North Carolinians. Identify the data source(s) that will be used to measure progress toward the outcome.*

Long-Term Outcome Indicator(s): *If applicable, describe interim indicators that will be used to monitor progress toward the long-term outcome and identify the data sources to be used to measure progress.*

Objective II.A.1: Increase access to and use of highly effective T/TA that supports mastery of RBM and performance management and measurement.

Intermediate Outcome(s) II.A.1: *Describe the degree of change, by what date, that will occur to existing:*

- *Access to highly effective T/TA that supports mastery of RBM and performance management and measurement*
- *Use of highly effective T/TA that supports mastery of RBM and performance management and measurement*

Identify the data source(s) that will be used to measure progress toward each outcome.

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Objective II.A.2: Increase the ability of other professional and technical service contractors to use adult learning and T/TA to build the capacity of SABG-funded primary prevention initiatives to reduce substance misuse and related consequences across the lifespan.

Intermediate Outcome(s) II.A.2: Describe the degree of change, by what date, that will occur to existing capacity of other professional and technical service contractors to use adult learning and T/TA to build the capacity of SABG-funded primary prevention initiatives to reduce substance misuse and related consequences across the lifespan. Identify the data source(s) that will be used to measure progress toward the outcome.

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Objective II.A.3 (optional):

Intermediate Outcome(s) II.A.3:

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Appendix G

II.B. Workforce Development: Plan of Action/Work Plan Template

Goal II.B: Increase the recruitment, development, certification, and retention of a highly qualified and effective prevention workforce.

Long-Term Outcome II.B: *Describe the degree of change by June 30, 2024 that will be achieved in:*

- *Recruitment rates of the prevention workforce*
- *The percentage of the prevention workforce that is certified*
- *Retention rates of the prevention workforce*

Identify the data source(s) that will be used to measure progress toward the outcomes.

Long-Term Outcome Indicator(s): *If applicable, describe interim indicators that will be used to monitor progress toward the long-term outcomes and identify the data sources to be used to measure progress toward each outcome.*

Objective II.B.1: Increase statewide professional development and networking opportunities for SABG-funded primary prevention initiatives.

Intermediate Outcome(s) II.B.1: *Describe the degree of change that will occur to existing statewide professional development and networking opportunities for SABG-funded primary prevention initiatives, by what date. Identify the data source(s) that will be used to measure progress toward the outcome.*

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Objective II.B.3: Increase state and local capacity to successfully recruit a diverse and highly qualified prevention workforce

Intermediate Outcome(s) II.B.3: *Describe the degree of change that will occur to existing capacity to successfully recruit a diverse and highly qualified prevention workforce, by what date. Identify the data source(s) that will be used to measure progress toward the outcome.*

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

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Objective II.B.4: Increase state knowledge of the competencies and specialized KSAs *needed* by SABG-funded primary prevention initiatives to reduce substance misuse and related problems among priority populations in North Carolina.

Intermediate Outcome(s) II.B.4: *Describe the degree of change, by what date, that will occur to existing state knowledge of the competencies and specialized knowledge, skills, and abilities needed by SABG-funded primary prevention initiatives to reduce substance misuse and related problems among priority populations in NC. Identify the data source(s) that will be used to measure progress toward the outcome.*

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Objective II.B.5: Increase state knowledge of the degree to which staff at SABG-funded primary prevention initiatives *have* the competencies and specialized KSAs needed to reduce substance misuse and related problems among priority populations in North Carolina.

Intermediate Outcome(s) II.B.5: *Describe the degree of change, by what date, that will occur to existing state knowledge of the degree to which staff at SABG-funded primary prevention initiatives have the competencies and specialized KSAs needed to reduce substance misuse and related problems among priority populations in North Carolina. Identify the data source(s) that will be used to measure progress toward the outcome.*

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Objective II.B.6: Increase the percentage of primary prevention practitioners who are certified in North Carolina.

Intermediate Outcome(s) II.B.6: *Describe the degree of change, by what date, that will occur to the percentage of primary prevention practitioners who are certified in North Carolina. Identify the data source(s) that will be used to measure progress toward the outcome.*

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Objective II.B.6: Increase the retention rates of primary prevention workforce practitioners in North Carolina.

Intermediate Outcome(s) II.B.6: *Describe the degree of change, by what date, that will occur to the retention rate of primary prevention practitioners in North Carolina. Identify the data source(s) that will be used to measure progress toward the outcome.*

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs

Objective II.B.7 (optional):

Intermediate Outcome(s) II.B.7:

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Appendix H

III.A. Underage Alcohol Use T/TA: Plan of Action/Work Plan Template

Goal III.A: Increase state and local capacity to prevent and reduce underage alcohol use.

Long-Term Outcome III.A: Describe the degree of change by June 30, 2024, that will be achieved in state and local capacity to prevent and reduce underage alcohol use. Identify the data source(s) that will be used to measure progress toward the outcome.

Long-Term Outcome Indicator(s): If applicable, describe interim indicators that will be used to monitor progress toward the long-term outcome and identify the data sources to be used to measure progress.

Objective III.A.1: Increase access to, and use of, highly effective T/TA that empowers SABG-funded primary prevention initiatives to decrease underage alcohol use

Intermediate Outcome(s) III.A.1: Describe the degree of change that will occur to existing access to and use of highly effective T/TA that empowers SABG-funded primary prevention initiatives to decrease underage alcohol use, by what date. Identify the data source(s) that will be used to measure progress toward the outcome.

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Objective III.A.2 (optional):

Intermediate Outcome(s) III.A.2:

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Appendix I

III.B. Campus Initiatives: Plan of Action/Work Plan Template

Goal III.B: Increase the number and capacity of NC institutions of higher education that are actively working to reduce and prevent substance misuse among their students.

Long-Term Outcome III.B: Describe the degree of change by June 30, 2024, that will be achieved in the:

- Capacity of institutions of higher education that are actively working to reduce and prevent substance misuse among college students
- Number of institutions of higher education that are actively working to reduce and prevent substance misuse among college students

Identify the data source(s) that will be used to measure progress toward each outcome.

Long-Term Outcome Indicator(s): If applicable, describe interim indicators that will be used to monitor progress toward the long-term outcome and identify the data sources to be used to measure progress.

Objective III.B.1: Increase access to statewide T/TA and other services to support the development of campus initiatives to prevent and reduce substance misuse by college students.

Intermediate Outcome(s) III.B.1: Describe the degree of change that will occur to existing access to statewide T/TA and other services to support the development of campus initiatives to prevent and reduce substance misuse by college students, by what date. Identify the data source(s) that will be used to measure progress toward the outcome.

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Objective III.B.2 (optional):

Intermediate Outcome(s) III.B.2:

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Appendix J

III.C. Prevention Workforce—Campus to Practice Opportunity: Plan of Action/Work Plan Template

Goal III.C: Increase access to, and the quality of, postsecondary academic coursework and experiential education opportunities pertaining to substance misuse prevention.

Long-Term Outcome III.C: Describe the degree of change by June 30, 2024, that will be achieved in:

- Access to postsecondary academic coursework and experiential opportunities pertaining to substance misuse prevention
- Quality of postsecondary academic coursework and experiential opportunities pertaining to substance misuse prevention

Identify the data source(s) that will be used to measure progress toward each outcome.

Long-Term Outcome Indicator(s): If applicable, describe interim indicators that will be used to monitor progress toward the long-term outcome and identify the data sources to be used to measure progress.

Objective III.C.1: Increase the number of colleges and universities that offer internships and academic coursework specific to substance misuse prevention.

Intermediate Outcome(s) III.C.1: Describe the degree of change that will occur to existing partnerships with institutions of higher education, by what date. Identify the data source(s) that will be used to measure progress toward the outcome.

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Objective III.C.2 (optional):

Intermediate Outcome(s) III.C.2:

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Appendix K

III.D. Reduce Alcohol-Exposed Pregnancies and FASD: Plan of Action/Work Plan Template

Goal III.D: Increase state and local capacity to prevent and reduce alcohol-exposed pregnancies and FASD.

Long-Term Outcome III.D: Describe the degree of change by June 30, 2024, that will be achieved in increasing state and local capacity to prevent and reduce alcohol-exposed pregnancies and FASD. Identify the data source(s) that will be used to measure progress toward the outcome.

Long-Term Outcome Indicator(s): If applicable, describe interim indicators that will be used to monitor progress toward the long-term outcome and identify the data sources to be used to measure progress.

Objective III.D.1: Increase awareness of birth defects and health disparities caused by prenatal alcohol exposure.

Intermediate Outcome(s) III.D.1: Describe the degree of change that will occur to existing awareness of birth defects and health disparities caused by prenatal alcohol exposure, by what date. Identify the data source(s) that will be used to measure progress toward the outcome.

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Objective III.D.2 (optional):

Intermediate Outcome(s) III.D.2:

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Appendix L

III.E. Other Statewide Initiatives: Plan of Action/Work Plan Template

Goal III.E.: Describe the goal

Long-Term Outcome III.E: Describe the degree of change by June 30, 2024, that will be achieved in increasing state and local capacity to complete the scope of work identified. Identify the data source(s) that will be used to measure progress toward the outcome.

Long-Term Outcome Indicator(s): If applicable, describe interim indicators that will be used to monitor progress toward the long-term outcome and identify the data sources to be used to measure progress.

Objective III.E.1 (required): Describe the measurable objective to achieve goal

Intermediate Outcome(s) III.E.1: Describe the degree of change that will occur to existing conditions addressed through the project., by what date. Identify the data source(s) that will be used to measure progress toward the outcome.

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Objective III.E.2 (optional):

Intermediate Outcome(s) III.E.2:

Immediate Outcome(s)	Activities	Timelines		Staff Responsible	Process Indicators	Outputs
		Start	End			

Appendix M: Résumés and/or Curricula Vitae for Proposed Staff

**Appendix N: Organizational Chart Showing the Placement of Proposed Staff
and/or Partners and Subcontractors**

Appendix O: Letters of Commitment from Partners and Subcontractors