

REQUEST FOR APPLICATIONS
Peer Run Wellness Center- Incubator and
Peer Run Wellness Centers
RFA # 30-DMH-PRWC-2020
UPDATED April 15, 2020
UPDATED August 4, 2020

RFA Posted	Wednesday August 5, 2020		
Questions Due	<p>Friday, March 27, 2020, subject line must say “Questions RFA#30-DMH-PRWC-2020”</p> <p>Virtual Bidder’s Conference- Friday, April 3, 2020</p> <p>Second date for questions- Friday, May 8, 2020, subject line must say “Questions RFA#30-DMH-PRWC-2020”</p> <p>Second Bidder’s Conference- Friday, May 15, 2020</p> <p>DMHDDSAS will not accept any questions after Friday, May 15, 2020 for this RFA</p> <p>DMHDDSAS will not accept any questions or facilitate an additional Bidder’s Conference for the third posting. Please refer to the FAQ and Bidder’s Conference slides for information.</p>		
Applications Due	<p>Friday, May 1, 2020 Monday, June 15, 2020 by 5:00 PM EST</p> <p>Wednesday August 19, 2020 by 5:00 PM EST</p>		
Anticipated Notice of Award	<p>Friday, June 19, 2020 Friday, July 17, 2020</p> <p>Friday, August 28, 2020</p>		
Anticipated Performance Period	<p>Year 1- 7/17/2020 through 6/30/2021 (performance period will not begin until a contract is executed)</p> <p>Year 2- 7/1/2021-6/30/2022</p>		
Service	Peer Run Wellness Center Incubator and Peer Run Wellness Centers		
Issuing Agency	DMH/DD/SAS		
E-mail Applications to	Stacy A Smith and Lisa DeCiantis	Email	Stacy.smith@dhhs.nc.gov Lisa.deciantis@dhhs.nc.gov

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

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

To Be Completed by Contractor:

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

Unsigned or Incomplete Applications Shall Be Returned Without Being Reviewed

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

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

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1.0 INTRODUCTION

This request for applications (RFA) is in response to the North Carolina Department of Health and Human Services (NC DHHS), Division of Mental Health, Developmental Disabilities and Substance Abuse Services (DMH/DD/SAS) recognition that people with mental health diagnoses and co-occurring substance use disorders do recover, and peer support is an evidence-based and effective tool for individuals seeking healing, wellness, and recovery. DMH/DD/SAS seeks to assist communities in building a peer-operated resource network and hub for individuals seeking recovery from mental health and those with co-occurring substance use disorders.

DMH/DD/SAS anticipates awarding one contract as a result of this RFA to one (1) Consumer Operated Service Provider (COSP) that will serve as an incubator to two (2) Peer Run Wellness Centers (PRWC) that will also be selected from this RFA. **For the purpose of this RFA, applicants must specify if they are responding to the Incubator RFA or the Peer Run Wellness Center RFA. Applicants may not apply for both.**

The incubator will contract directly with DMH/DD/SAS and serve as a mentor/sub-contract to two (2) independent PRWCs that primarily serve people with a serious mental illness diagnosis and/or co-occurring mental illness and substance use disorders. Based on feedback obtained by Certified Peer Support Specialists (CPSS) across the state, North Carolina lacks a strong network of COSPs, yet the process of starting up a COSP can be a barrier. A request was made to establish an incubator that would provide the following supports:

- Training and technical assistance on establishing a COSP
- Training and technical assistance on establishing a Peer Run Wellness Center
- Training and technical assistance on identifying and developing policies and procedures for operating and delivering services through a COSP
- Start-up support and technical assistance on managing human resource functions to include: administering human resources functions and policies including screening and hiring applicants, managing and providing benefits to employees; overseeing and managing financial and budgetary functions including processing payroll, managing an operational budget
- Training and technical assistance on identifying and tracking outcomes
- Engagement of community stakeholders

The vision for this initiative involves support of one incubator that has experience facilitating a PRWC that will provide technical assistance, administrative support, and mentoring capacity to a minimum of two (2) additional PRWCs throughout North Carolina to build and expand the capacity of peer-run organizations (Sub-Contractors.) The overall goals will include:

1. Fostering the start-up of mental health peer-run organizations to establish administrative functions necessary to independently operate, grow and sustain beyond the grant award time period;
2. Evaluating the impact including gathering outcomes data regarding the impact of the PRWC on recovery as well as the needs, gaps, and trends in each community,
3. Developing organizational readiness to expand supports to 24-hour Peer Operated Respite Services (PORS) to ensure recovery-oriented mental health crisis supports in the community,
4. Serving as a bridge to individuals in TCLI and others transitioning in and out of systems, settings and services, and
5. Enhancing supports for people without services and/or other supports in place.

1.1 PURPOSE

The purpose of this funding is to work with a contractor that can incubate the development and growth of community-based, peer operated mental health and co-occurring recovery array of supports for individuals who may or may not be formally engaged by the local public mental health system of services.

Approximately \$600,000 (maximum) in federal Community Mental Health Services Block Grant funds and \$15,000 in

Governor's Task Force Funds will be used to provide financial support to the incubator and two (2) awards to sub-contractors to establish PRWCs and support the administrative functions, training and technical assistance provided by the contractor.

The incubator's budget cannot exceed \$100,000. No more than 20% of the total incubator award (\$20,000) can be used towards administrative functions. The remaining funds must be used towards training and technical assistance for the two Peer Run Wellness Centers only. The incubator must clearly identify the total amount of funding they will need to perform the administrative tasks and the technical assistance tasks required by this RFA, and include budget details including but not limited to: hourly rate for technical assistance, the amount of time they anticipate providing in person and virtual technical assistance to both sites, and any additional technical assistance related expenses. They should additionally provide detail regarding the administrative functions being provided, to include: cost of the administrative burden of adding new staff to payroll, enrolling staff in and manage benefits, providing support with scheduling and timesheet management, guidance on supplies the peer run wellness centers will need and how to procure them at the best possible cost, support and guidance in structuring and organizing company records, and support developing and completing business/service records.

The incubator cannot have conflicts of interests in terms of board membership, staffing, and mixed or blended funding with the two PRWCs subcontractors. Funding for year two of the incubator work will be less than year one, as the Governor's Task Force Funds will not be available. Additionally, the expectation is that in year two the sites are becoming more independent and assuming responsibility for administrative tasks. The year two budget for the Incubator should reflect a reduction in budget for administrative functions, with some of the funds from administrative functions potentially shifting to technical assistance.

The expectation is that the incubator actively works on supporting both sites to operate independently by the end of year two, with the administrative fee and the technical assistance fee decreasing in year 2. The incubator must submit a plan for the technical assistance and administrative support for year 2, to include: how and when specific tasks will be fully assumed by the PRWCs, titration of training and technical assistance, quality assurance reviews to ensure both PRWCs are able to successfully function independently by the end of year two, and other transitions of responsibilities to the PRWCs. The year 2 plan should include how the technical assistance will be provided (on-site and/or virtual), the estimated hours needed for year two and the hourly rate for technical assistance in year 2.

Agencies applying for PRWC funding must submit an implementation plan to include: identification of a site (if a location is not already secured), hiring of PRWC staff, onboarding of PRWC staff, first day of operation, and other functions critical to start up. It is expected that after working with the incubator, the selected PRWCs will modify their implementation plan to reflect the technical assistance provided to them by the incubator. Revised implementation plans will be due no later than 30 days after hiring staff.

The incubator will receive grant funds for SFY21 to support the two Peer Run Wellness Centers and support the administrative functions they will assume as the COSP Incubator. The incubator will work with the two PRWC sites selected by DMH/DD/SAS Funding will be sustained through SFY22, based on an independent audit and evaluation to be completed in SFY21. The evaluation should review the progress towards meeting the outcomes identified in this RFA, annual recurring budget, and recommendations for sustainability.

1.2 BACKGROUND

North Carolina has a large population of individuals that have mental health and/co-occurring substance use disorders. According to the 2017 LME-MCO Annual Statistics and Admission Report (LME-MCO Report) and 2017 NC Treatment Outcomes and Program Performance Systems Report (NC TOPPS), 70% of the 355,655 North Carolinians served through Medicaid and state funded services were diagnosed with a mental illness and 35.7% had a co-occurring substance use disorder. Further, the NC TOPSS report indicated that of the 12,896 people with at least 1 or more "episodes" of services that received publicly funded mental health services in 2017, 35.7% were due to mental health only and 78.7% were due to co-occurring mental health and substance use disorders (NC TOPPS, 2018). This data does not reflect individuals without insurance that are receiving county and other funded behavioral health services throughout NC.

The economic and social implications of emotional distress is significant. Nationally, the costs associated with moderate, excessive and harmful drinking were estimated to be at \$223 billion in 2006; the estimated costs for North Carolina for the same period was in excess of \$6 billion (Sacks et al, 2013). Psychiatric and behavioral health care expenses, as well as those associated with the high costs of chronic medical expenses due to co-morbid health conditions, sustained use of psychotropic medications, and unhealthy lifestyles, constitute a substantial proportion of total health care costs.

For the past several years, the state of North Carolina has experienced a continued increase in the number of individuals with behavioral health needs presenting in acute-care emergency departments. In the community of Charlotte alone, Carolinas HealthCare System (i.e. Atrium Health) has experienced a 41% increase in behavioral health volume presenting to Atrium Health's acute care EDs from 2014 to 2016 and a 7.7% increase in inpatient length of stay at their Charlotte and Davidson behavioral health hospitals. Additionally, the primary mechanism for hospitalization has become the use of involuntary commitment (IVC) with Mecklenburg County seeing 15,000 IVCs each year and, according to the 2017 NC Stats Hospital Report, of the 2,303 admissions in that year, 85.5% were done involuntarily (NCDHHS, 2017). This trend is costly to both the individual who can get caught in an illness identity and traumatization through a cycle of rehospitalization as well as to the healthcare system that pays on average \$2,098/day in NC for length of stays between 4-10 days (Henry K. Kaiser Family Foundation, 2017).

North Carolina's public MH/DD/SAS system is undergoing significant transformation. Social determinants of health have been introduced into the language of reform and efforts to transition from fee-for-service to value-based funding accompanied by an introduction of new policies and service definitions are underway. Unfortunately, many recovery-based alternatives are not funded through Medicaid, leaving a significant gap for all North Carolinians who need access to support and resources, authentic peer support, and growing their personal recovery and resilience through a non-medical treatment paradigm. Currently, there exists a prime opportunity for innovation in peer, recovery, and resilience-informed resources and services exists.

The evidence base for consumer-operated services spans a 30-year period, but until 2000's, the identification of evidence-based practices has focused primarily on the effectiveness of traditional mental health programs. These studies neglected to consider the consumer-operated service elements and outcomes valued by individuals in selecting treatment and services, such as hope, recovery, independence, voice, choice, well-being, self-direction, etc. The few studies of consumer-operated services tended to assess improvements in clinical outcomes such as medication compliance, and reduction in symptomology and hospitalization (Edmundson, Bedell, Archer, & Gordon, 1982; Galanter, 1988; Kurtz, 1988). This "pathologizing" of problems of daily life, was expressed by people with lived mental health experiences as paternalistic with limited hope, expectations and outcomes. Instead, "consumers" continue to identify recovery, personhood, well-being and choice as the most relevant outcomes for mental health programs (Trochim, Dumont, & Campbell, 1993).

According to SAMHSA (2011), "throughout history, peer support has helped people achieve health and wellness. The consumer-operated service model of peer support is now being recognized nationally and internationally. As noted in the New Freedom Commission on Mental Health's final report *Achieving the Promise: Transforming Mental Health Care in America* (2003): *"Recovery-oriented services and supports are often successfully provided by consumers through consumer-run organizations ... Studies show that consumer-run services and consumer providers can broaden access to peer support, engage more individuals in traditional mental health services, and serve as a resource in the recovery of people with a psychiatric diagnosis"* (p. 37). *Funders are increasingly demanding evidence that program models work. In response, consumer-operated programs must continue to demonstrate their role in supporting people's recovery"* (COSP, 2011)

Consumer-operated services are fully independent, separate, and autonomous from other mental health agencies, with the authority and responsibility for all oversight and decision-making on governance, financial, personnel, policy, and program issues (Zinman, 1987; Solomon, 2004; Van Tosh & del Vecchio, 2001; Holter, Mowbray, Bellamy, MacFarlane, &

Dukarski, 2004). To a large degree, consumer-operated programs are staffed by individuals who have received mental health services (Mowbray & Moxley, 1997; Goldstrom et al., 2004, 2006). In this literature review, the term “consumer” is defined simply as an individual who identifies as having been diagnosed with a psychiatric disorder and/or who uses or has used mental health services (Solomon, 2004).

In its Consumer-Operated Services Programs toolkit (COSP), SAMHSA outlines a variety of evidence, research, models and examples nationally and internationally of the use of COSP’s and their outcomes. The data is inclusive of Level IV Evidence of expert reports, Level III- descriptive studies, Level II quasi-experimental studies, and Level I- randomized control trials. In 1998-2006, the Multisite Research Initiative of Consumer Operated Services Program study was initiated to rigorously gather and evaluate the evidence for COSP. “The study (Campbell et al., 2006) is the largest and most rigorous study of consumer-operated services conducted to date, with 1,827 individuals participating at eight sites nationwide—four drop-in centers, two mutual support programs, and two educational/ advocacy programs—and the respective control programs in traditional mental health service organizations. Study participants were all established users of traditional services.” (SAMHSA, 2011)

Among the outcomes that were yielded from this study and others of COSP include:

- greater overall increase in well-being of individuals participating in COSPs rather than traditional treatments, with those participating more in COSPs having greater gains in wellness;
- greater use of the consumer-operated services was significantly related to greater gains on most measures of empowerment.
- greater gains overall in subjective outcomes for those involved in COSP;
- all COSP scored higher than traditional programs in the Belief System Domain that measures empowerment, choice, recovery, acceptance, respect for diversity and spiritual growth (Johnson, Teague, & McDonel-Herr, 2005);
- environmental wellness scored higher in COSP and included sense of community, lack of coercive rules, safety, freedom, belonging;
- self-expression items were significantly associated with well-being and directly connected to peer support, sharing one’s story and artistic expression;
- increased perceptions of self, social functioning and decision making (Roberts et al., 1999; Yanos et al., 2001);
- Dumont and Jones (2002) showed that access to a peer-operated crisis hostel program produced greater healing/ recovery than traditional hospital-based crisis services.

2.0 ELIGIBILITY

This RFP focuses both on selecting the incubator and two (2) PRWCs. Funding will be directed to one (1) mental health Peer/“Consumer”-Run Organization (incubator) that meets the ALL of the following criteria:

1. Meet the organizational structure, culture and operations defined through the Consumer-Operated Services Program (COSP) and associated Fidelity Assessment Common Ingredients Tools (FACIT) as a mental health consumer-run organization inclusive of individuals with co-occurring substance use disorders,
2. Operated a Peer Wellness Center for a minimum of five (5) years,
3. Demonstrated experience identifying and developing policies and procedures to guide the day to day operation and structure of a Peer Run Wellness Center,
4. Demonstrated experience managing payroll and benefits, and the ability to take on additional staff while supporting the sub-contractors as they establish the capacity and infrastructure to assume management of these functions,
5. The organizational structure, financial history, and administrative capacity to seed, support and mentor the development of two (2) independent Peer Wellness Centers (Sub-Contractors) that primarily serve people labeled with serious mental illness, severe and persistent mental illness, and co-occurring substance use disorders that will be selected through this competitive RFA process.
6. The ability to provide financial support prior to receiving reimbursement from NC DMH/DD/SAS. This contract will be paid on a reimbursement basis, yet one or both sites might need financial assistance

immediately to begin structuring their organization. The contractor must be comfortable and financially able to provide some funding support before receiving reimbursement if necessary.

7. Does not have a record at the Division of MH/DD/SAS of questionable or unethical practices or any sanction that would prevent the organization from doing business as a state or Medicaid funded service provider.

Applicants must have been in business for a minimum of five years and have three months of operating expenses in savings prior to this award. Potential awardees must register with the Secretary of State's office to be eligible to conduct business with the State of North Carolina and must also register as a vendor on the Electronic Procurement system.

Funding will be directed to two (2) mental health Peer Run Wellness Centers that meet ALL of the following criteria:

1. Must currently meet the organizational structure, culture and operations defined through the Consumer-Operated Services Program (COSP) and associated Fidelity Assessment Common Ingredients Tools (FACIT) as a mental health consumer-run organization inclusive of individuals with co-occurring substance use disorders, or be willing to work with the incubator to become a COSP
2. Have experience hiring and supervising Certified Peer Support Specialists (CPSS)
3. All staff currently employed by the agency in direct service provision roles must be CPSS. [Administrative positions \(bookkeeper/accounting\) should have a preference of hiring peers, but preference is ensuring the staff in those positions have the skills and experience to fulfill the roles and responsibilities of their position.](#)
4. Cannot be owned by or part of a non-consumer operated organization/behavioral health service provider
5. Does not have a record at the Division of MH/DD/SAS of questionable or unethical practices or any sanction that would prevent the organization from doing business as a state or Medicaid funded service provider.

This RFA is not intended for behavioral health providers to expand their capacity to provide Peer Support Services. This RFA is intended to cultivate a network of Consumer-Operated Services Programs across the State. Organizations that do not meet the definition of a COSP, or do not intend to work towards meeting the definition of a COSP may not apply for this RFA. See also staff requirements in Sub Section D.5.

The contractor must be a non-profit organization, and provide current IRS Form 990, as well as letters documenting NC Non-Profit and IRS 501(c)(3) status; provide IRS EIN#; provide a DUNS #.

3.0 AWARD INFORMATION

This initiative is funded by the Substance Abuse and Mental Health Services Administration (SAMHSA) via the Mental Health Block Grant. We anticipate directly contracting with one incubator, who will in turn sub-contract with two awardees. Indirect cost rates are capped at the de minimus rate of 10% unless applicants have a federally approved rate in excess of this amount. Indirect cost proposals must be submitted and approved by the Division prior to implementation of a contract with the sub awardee. Awardees must comply with [uniform administrative requirements, cost principles, and audit requirements for federal awards](#). There is no requirement for cost sharing or matching associated with this RFA.

The incubator must support the PRWCs in creating sustainability plans for operational continuity within one year of award. No cost sharing or match is required with this subaward. Recipients must expend funds in accordance with allowable costs for federal awards. Costs must be allowable per the awarding grant and agency, allocable and matching the appropriate activity to the aligned award, and reasonable, as these are public funds. Budgets must contain enough detail for DMH/DD/SAS staff to review what funds have been used on. The Contractor must maintain receipts to ensure contract monitoring can be completed.

3.1 FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

4.0 SCOPE OF WORK

The incubator shall perform the following tasks and submit the following output deliverables:

A. 1. The incubator shall be responsible for the strategies and processes required to more formally establish the two (2) PRWCs as COSP's, using the FACIT as a continuous quality improvement tool.

- a. The incubator shall work with the Division and two (2) PRWCs to determine the type of services to be offered
- b. The incubator shall support the two (2) PRWCs to develop a sustainability plan as well as 3-4-year plan for a Peer-Operated Respite Service (PORS)
- c. The incubator, DMH/DD/SAS, and the 2 PRWCs will meet within the first 6 months of the award to identify measurable outcomes to track throughout the duration of the grant, the frequency/manner in which the outcomes shall be tracked, and the frequency of reporting on the identified outcomes to DMH/DD/SAS.
- d. The PRWCs shall attend and participate in all training and technical assistance provided by the incubator
- e. The PRWCs shall collaborate with the incubator to develop sustainability plans, to include a plan to add a Peer Operated Respite Service to their service array
- f. The PRWCs will collaborate with the incubator and with the other PRWC to identify outcomes as well as a tracking methodology to demonstrate both effectiveness of the service as well as potential cost savings associated with the PRWC

2. Outputs (Performance Measures):

- a. The incubator will work with the PRWCs to develop a list of recommended recovery and wellness support services;
- b. The incubator will support in the completion of sustainability plans for the two PRWCs, and share any barriers to success with DMH/DD/SAS;
- c. The incubator, the PRWCs, and DMH/DD/SAS will collaborate to develop a state-wide expansion and sustainability plan for PRWC and COSPs
- d. The incubator, PRWCs and DMH/DD/SAS will review the results of fidelity reviews using the FACIT including continuous quality improvement plans for each PRWC at least once every twelve (12) months.

B. Build capacity for a minimum of two (2) Peer Wellness Centers across the state.

1. The incubator, in collaboration with designated Division staff, shall be responsible for providing technical assistance and support to the previously identified PRWCs across the state.
 - a. The incubator shall conduct outreach and technical assistance to each center on no less than a quarterly basis.
 - b. The PRWCs will actively engage in all technical assistance provided by the incubator, and develop an engagement and outreach plan to involve their local community
 - c. The incubator shall collaborate with PRWC staff to conduct outreach including but not limited to listening events/meetings with people in recovery to determine the recovery supports that can be offered at the centers and who will be providing them.
 - d. The incubator shall provide other technical assistance as requested or needed by the centers.
 - e. The PRWCs will identify areas of training and technical assistance need, and submit these requests to the incubator and DMH/DD/SAS
 - f. The incubator shall review monthly invoices submitted by the PRWCs and reimburse as appropriate.
 - g. The PRWCs will submit invoices to the incubator no later than the 5th of each month, and will submit receipts and other information that confirms funding was used per Mental Health Block (MHBG) grant requirements. If a PRWC has any questions to if a cost or expense can be covered by MHBG funds, they must submit their question via email to both the incubator and to DMH/DD/SAS

- h. The incubator shall provide administrative support inclusive of HR, health insurance, financial, data, QA/QI to build the capacity of the Peer Wellness Center
- i. The incubator shall assist each Peer Wellness Center in the development of a sustainability plan.
- j. The incubator shall network the Peer Wellness Centers to ensure consistency, planning and shared wellness tools

5.0 PROGRAMMATIC REQUIREMENTS AND PRIORITIES

Programmatic requirements include focus on mental health stigma reduction, promotion of recovery values and concepts, community inclusion, and advocacy for recovery-oriented systems of care in the community. Feedback from the community served must be included as a data-driven process to steer supports offered at each Peer Wellness Center, including hours of operation. The FACIT must be utilized as a continuous quality assurance tool.

5.1 CONTRACTOR RESPONSIBILITIES

The incubator will coordinate with the two sites selected as PRWCs and develop an individualized technical assistance plan for each site that reflects where each agency is at in becoming a COSP. The technical assistance plan will also identify the support the incubator will provide to support each agency in shifting their practice to not only align with the COSP EBP, but to also implement or improve their facilitation of a PRWC. The technical assistance plan should identify the topics the incubator will cover, what staff will cover the topics, the nature of the technical assistance provided (on site or virtual), opportunities for the two separate sites to collaborate, engagement of community stakeholders, development of policies and procedures to guide service delivery, and other areas that the incubator assesses a need in or the PRWC requests assistance with.

5.2 PERFORMANCE STANDARDS AND EXPECTATIONS

Applicants shall comply with all federal and state requirements for subawards. The [North Carolina State Budget Manual](#) outlines parameters for allowable and unallowable costs at the state level, and the code of federal regulations, title 2, part 200 outlines requirements and restrictions for sub awardees receiving federal awards. Sub awardees must comply with all uniform guidance related to the [Mental Health Block Grant](#), CFDA 93.958. As a functioning COSP will adhere to those principles and work with newly funded Peer Wellness Centers to ensure their development is consistent with COSP standards. Awardees must adhere to [Chapter 143C-6](#) and [09 North Carolina Administrative Code 03M](#) in addition to [2 Code of Federal Regulations Part 200](#).

Successful awardees must submit quarterly progress reports in addition to monthly financial status reports. Division staff will conduct a minimum of one site visit per year to review financial and programmatic reports to ensure compliance with state and federal regulations.

5.3 REPORTING REQUIREMENTS

The PRWCs will be required to submit Financial Status Reports (FSRs) monthly, no later than the 5th of each month. In addition, the PRWCs will complete and submit a quarterly outcome tracking form to be created by DMH/DD/SAS and the incubator. The quarterly outcome tracking form will track the non-financial deliverables identified in section 5.0 Scope of Work.

The incubator will be required to submit Financial Status Reports (FSRs) monthly, no later than the 10th of each month. In addition, the incubator will review and compile the PRWCs quarterly outcome tracking forms. The quarterly outcome tracking form will track the non-financial deliverables identified in section 5.0 Scope of Work.

The PRWCs will complete an annual report on all work performed, progress and barriers and submit these reports to the incubator no later than April 30, 2021. The incubator will review and then merge the two annual reports and submit the full, final annual report to DMH/DD/SAS no later than June 30, 2021.

5.4 OTHER CONTRACTOR REQUIREMENTS

None at this time.

5.5 CONTRACTOR QUALIFICATIONS AND CAPACITY

The incubator and the PRWCs must be peer-run entities and meet the requirements outlined in the SAMHSA COSP EBP toolkit. **If an applicant for the PRWC is new, they must have a plan that outlines how they will become or remain a peer-run entity.** Applications for this RFA must clearly demonstrate how they meets these requirements. All staff working on this opportunity must be Certified Peer Support Specialists and included in the NC CPSS registry managed by UNC BHS. All Certified Peer Support Specialists must be knowledgeable about trauma-informed practices, self-help groups, and recovery principles and should have knowledge of relevant peer led interventions that are appropriate to use in this setting. Some examples include: Wellness Recovery Action Planning (WRAP), Whole Health Action Management (WHAM), eCPR, etc.

CPSS must be knowledgeable of community services available to persons served, including medical, emergency, housing, rehabilitation services, etc. CPSS must also be knowledgeable regarding other community-based adult mental health services.

Staffing patterns must be diverse and culturally sensitive and reflect the cultural and linguistic needs of the persons served. CPSS must be fluent in the preferred language of persons served or professional interpreters must be available to work with the persons served around engagement, re-engagement, and developing a relationship sufficient to support services. Staff working with the two sub-contractors should have a written job description that clearly delineates their roles and responsibilities and reflect the FTE they are assigned to this contract.

At a minimum, the incubator and the PRWC should have written policies and procedures regarding the following:

- a. business and service record documentation, retention and maintenance
- b. Human Rights, Abuse/Neglect/Exploitation Policy
- c. Critical Incident Reporting
- d. Business Continuity of Operations Planning, in compliance with DMH/DD/SAS
- e. Suicidality and/or homicidality of persons served

The incubator should share any additional Policies & Procedures specific to their Peer Run Wellness Center. A listing of the policies and procedures applicants currently have in place should be included in their application

The incubator should provide documentation of any past projects that demonstrate experience providing training and technical support or that compare to the scope of work required by this RFA. Additionally, the incubator should provide a narrative of any partnerships, coalitions, or collaborative projects they have previously worked on.

Agencies applying for PRWC funding should provide documentation of any past projects that demonstrate experience providing training and technical support or that compare to the scope of work required by this RFA. They should additionally provide a narrative of any partnerships, coalitions, or collaborative projects relevant to this RFA they have previously worked on.

5.6 CONTRACTOR ENHANCEMENTS OR ADDITIONAL CONSIDERATIONS

None at this time.

6.0 DIVISION RESPONSIBILITIES

DMH/DD/SAS will designate a project manager for this RFA. The project manager will be the point of contact for any questions or issues with implementation, review of FSRs, management of the contract, scheduling or providing assistance in scheduling project meetings with stakeholders, reviewing quarterly and annual reports, and reporting out to the DMH/DD/SAS Executive Leadership Team and the Mental Health Block Grant Planning Council on the RFA progress.

7.0 TERM OF CONTRACT, OPTIONS TO EXTEND

The performance period for this contract begins upon execution and ends June 30, 2021. Up to two possible option years may be exercised by mutual agreement in accordance with the Terms and Conditions for the incubator and for the PRWCs. The incubator, the PRWCs, and DMH/DD/SAS will meet in April 2021 and April 2022 to determine what technical assistance needs the Peer Wellness Centers would benefit from and, based on that meeting, develop an updated contract. They will also discuss funding levels for the upcoming fiscal year.

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. The incubator and PRWCs shall not invoice for any amounts not specifically allowed for in the line item budget of this RFA.

The total amount of funds available for SFY21 are ~~\$600,000~~ \$615,000 (\$600,000 in MHBG funds and \$15,000 in Governor's Task Force funds.) The budgets for each component cannot exceed:

Incubator- ~~\$85,000~~ \$100,000

PRWC- \$257,500

PRWC- \$257,500

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

All costs provided in Line item budget must be firm and fixed for the duration of the contract, which could last as long as three years if the State exercises its option for one additional year.

9.0 INVOICING AND REIMBURSEMENT

Upon execution of this contract, the incubator may request and, upon approval by the Division, receive an advance of no more than two months' operating expenses plus start-up expenses if approved by the Division. The advance for startup expenses is limited to the amount to be expended within the two-month period. Monthly payment shall be made based on actual expenditures made in accordance with the approved budget on file with both parties and reported on the monthly expenditure report submitted by the incubator. The original expenditure report shall be submitted to the Division Contract Administrator. The Department of Health and Human Services' Controller's Office will analyze the cash needs of the incubator no less often than every three months. If the Department determines that the advance exceeds the financial needs of the incubator based on actual monthly expenditures, the excess advance will be reduced from a subsequent month's expenditure report/reimbursement. Any State funds advanced to the incubator must be returned or settled no later than June 10 of the year in which this contract terminates, or the incubator may request that the outstanding advance of State funds be deducted from the May expenditure report to be reimbursed during June. If the expenditure report is not sufficient in amount to cover the advance settlement, a check representing the difference must be attached to the report. The Division must receive this report no later than June 10. The incubator shall have up to 30 days for close out of non-State funds, completion and submission of the final monthly expenditure report related to this contract period. The Division shall have no obligation for payments based on expenditure reports submitted later than 30 days after termination or expiration of the contract period. However, if federal funds have been approved for an advance, any excess or unearned federal funds advanced must be returned to the Division no later than the expiration date of the contract or settled with the submission of the final expenditure report. If this contract is terminated prior to the end of the contract period, the incubator is required to settle or return any State funds advanced within 30 days of the termination date or June 10, whichever occurs first. If the contract extends beyond June 30, a settlement of state funds can be made during the subsequent month of July and settlement

of these State funds must occur at the end of the contract period, or by June 10 of the following year, whichever occurs first. All payments are contingent upon fund availability.

If start-up funds are not requested, or if there is no need for start-up funds, the incubator shall submit to the Division contract administrator, a monthly reimbursement request for services rendered the previous month by the 10th of each month and, upon approval by the Division, receive payment within 30 days. The Division must make all payments to the incubator by June 30. Therefore, the incubator shall submit any adjusted reimbursement request for services, the final request for reimbursement and return any unearned funds, relating to this contract period, to the Division no later than June 10 of the current state fiscal year. The Division shall have no obligation for payment of reimbursement request received later than June 10. If this contract is terminated prior to the original end date, the incubator is required to submit a final reimbursement report and to return any unearned funds to the Division within 30 days of the contract termination date or no later than June 10. 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 ~~Friday, June 19, Friday, July 17, 2020.~~ **Friday, August 28, 2020.**
- 2) Decline to Offer
Any agency or organization that receives a copy of the RFA but declines to make an offer is requested to send a written "Decline to Offer" to the funding agency. Failure to respond as requested may subject the agency or organization to removal from consideration of future RFAs.
- 3) Cost of Application Preparation

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

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

women and the disabled including utilization as subcontractor(s) to perform functions under this Request for Applications.

17) Contract

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

18) Federal Certifications

- i) Agencies or organizations receiving Federal funds will be required to execute Federal Certifications regarding Non-discrimination, Drug-Free Workplace, Environmental Tobacco Smoke, Debarment, Lobbying, and Lobbying Activities. A copy of the Federal Certifications is included in this RFA for your reference (see Appendix B). Federal Certifications should NOT be signed or returned with the application.

Please be advised that successful applicants 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 applicant would be required to execute when signing the contract. Agencies or organizations receiving Federal funds will be required to execute a Consolidated Federal Certification form (as applicable). Private not for profit agency contracts will also include a conflict of interest policy statement.

12.0 APPLICATION CONTENT AND INSTRUCTIONS

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

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

Applicants shall populate all attachments of this RFA that require the applicant to provide information and include an authorized signature where requested. RFA responses shall include the following items and those attachments should be arranged in the following order: Number each page consecutively. Total number of pages submitted cannot exceed 10 pages. Applications will be scored on a 0-100 scale, with the point weigh for each item identified below.

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

A. Face Page (1 page)

- 1) The applicant's name and principal place of business, to include physical address and phone number
- 2) The applicant's legal status; i.e. whether the applicant is an individual, a corporation, a general partnership, a limited partnership, a joint venture or some other legal entity. The state in which the applicant is incorporated or organized.
- 3) The applicant's President or CEO, including email and phone number.
- 4) The applicant's project manager/point of contact for this RFA, including email and phone number
- 5) If the applicant is applying for the incubator funding, or for the PRWC funding

B. Proposal Summary: (1-page limit)- 10 points

Provide a brief overview of the proposal. Please clearly address the requirements listed above and how your agency can meet all the requirements.

C. Organization Background and Qualifications: Describes the organization and its qualifications for funding (3-page limit)- 30 points

- 1) Mission and goal of the organization
- 2) A brief overview of the contractor's history
- 3) Incubator- Number of years providing/operating a Peer Run Wellness Center, and the organization's past achievements and accomplishments and evidence of the Peer Run Wellness Center's impact on the community
Or
PRWC- experience providing peer delivered services, the organization's past achievements and accomplishments, and any other experience related to starting up or developing a new, peer delivered service
- 4) Brief overview of all services provided by the applicant within the last two years, including:
 - i) The beginning and ending dates of the contracts;
 - ii) The services provided under those contracts;
 - iii) The total number of employees assigned to service each contract;
 - iv) Whether any of those contracts were extended or renewed at the end of their initial terms;
 - v) Whether any of those contracts were terminated early for cause by either party to the contract; and

- vi) The “lessons learned” from each of those contracts.
- 5) Qualifications/background on organization’s Board of Directors and Key Staff
- 6) The details of:
 - i) Any criminal convictions of any of the applicant or any of their officers, directors, employees, agents or subcontractors of which the applicant have knowledge or a statement that there are none;
 - ii) Any criminal investigations pending against of any of the applicant or any of their officers, directors, employees, agents or subcontractors of which the applicant have knowledge or a statement that there are none;
 - iii) Any regulatory sanctions levied against any of the applicant or any of their officers, directors, employees, agents or subcontractors by any state or federal regulatory agencies within the past three years of which the applicant 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;
 - iv) Any regulatory investigations pending against of any of the applicant or any of their officers, directors, employees, agents or subcontractors by any state or federal regulatory agencies of which the applicant have knowledge or a statement that there are none.
Note: The Department may reject a proposal solely based on this information.
 - v) Any of the applicant’s directors, partners, proprietors, officers or employees or any of the proposed project staff are related to any DHHS employees. If such relationships exist, identify the related individuals, describe their relationships, and identify their respective employers and positions.
 - vi) Assurance that the applicant and the proposed 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.
- 7) Other major donors and summary of dollar amounts of contribution(s) in the past two years.

D. Assessment of Organizational Structure (1-page limit)- 10 points

Identify the policies your organization has developed that relate to both operating a COSP as well as a Peer Run Wellness center.

Provide detail as to current staffing in place, how your agency manages payroll and benefits, as well as your capacity to take on additional administrative functions for managing payroll and benefits for two additional sites.

Incubator- Discuss your plan to support the two sub-contractors in assuming these functions.

E. A written description of the applicant’s approach to the project, including identification of key partners. (2 pages)- 20 points

Incubator- Please provide a description of your proposed operation as an incubator for two COSPs. At a minimum, include the following points in your description.

- Detailed service implementation timeline for FY 21.
- Describe the data and data analysis process you will support the COSPs in tracking and evaluating.
- Describe plans to educate, engage, and collaborate with the other providers, resources, community partners, and referral sources that will be essential to the successful implementation of COSPs and Peer Run Wellness Centers.
- Include a discussion of factors that will indicate the efficacy of the interventions and strategies implemented within the program design.
- Describe how your intended outcomes will be met in measurable terms.
- Describe how data will inform quality management, quality improvement, and fiscal management of the program.

PRWC- Please provide a description of your proposed start-up and operation of a PRWC. At a minimum, include the following points in your description.

- Detailed service implementation timeline for FY 21.
- Describe plans to educate, engage, and collaborate with the other providers, resources, community partners, and referral sources that will be essential to the successful implementation of COSPs and Peer Run Wellness Centers.
- Describe how your intended outcomes will be met in measurable terms.
- Describe how data will inform quality management, quality improvement, and fiscal management of the program.
- Describe how your agency will routinely assess for and identify areas for technical assistance from the incubator

F. Project Implementation Plan (Work plans, timelines, schedules and transition plans for the project) (1 page)- 10 points

G. A description of how the applicant will staff the project, including the name, resume and qualifications of each of the proposed team members, including subcontractors. (1 page)- 10 points

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

20 points total can be awarded for this section. The total budget cannot exceed:

***Incubator*- ~~\$85,000~~ \$100,000, No more than 20% of the total incubator award (\$20,000) can be used towards administrative functions. The remaining funds must be used towards training and technical assistance for the two Peer Run Wellness Centers only. (1 page)**

***PRWC*- \$257,500 total. Please identify any costs that are start-up/one-time expenses versus routine/on-going expenses.**

Supporting documents excluded from 10-page limit above:

- A. An organizational chart identifying the personnel who will be assigned to work on this project, or organizational chart for the contractor.
- B. Letters of support from key partners.
- C. Applicable Terms and Conditions (select and attach the appropriate Terms and Conditions for your organization type from Appendix A).
- D. Applicable Certifications from Appendix B

Submit complete Application, including signature of authorized representative, to ~~Brenda T. Smith at brenda.t.smith@dhhs.nc.gov~~ **Stacy A. Smith at stacy.smith@dhhs.nc.gov and Lisa DeCiantis at lisa.deciantis@dhhs.nc.gov** no later than 5:00 p.m. on ~~Friday, May 1, 2020~~ **Friday, June 15, 2020**. ~~Wednesday, August 19, 2020~~. Subject line must say the following “APPLICATION RFA#30-DMH-PRWC-2021 INCUBATOR” or “APPLICATION RFA#30-DMH-PRWC-2021-PRWC” based on what work the applicant is applying to do.

OPCS RFA TEMPLATE-ONE STEP

13.0 EVALUATION CRITERIA AND SCORING

PHASE I: INITIAL QUALIFYING CRITERIA

The applicant’s proposal must meet all 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 Section 1.0 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 5.5			
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 to how well each response addresses the following core factors. DHHS will consider scores, organizational capacity, and distribution among catchment areas, and variety of quality improvement plans in determining awards. Please note that applicants not meeting the eligibility requirements or any of the minimum or mandatory requirements as stated in Phase I will not be scored.

Evaluation Criteria	Score
Proposal Summary- maximum of 10 points	
Organization Background and Qualifications- maximum of 30 points	
Assessment of Organizational Structure- maximum of 10 points	
Written description of approach to the contract- maximum of 20 points	
Project Implementation Plan- maximum of 10 points	
Staffing description- maximum of 10 points	

Line item budget with narrative- maximum of 20 points	
Total Score (maximum of 100 points)	

ATTACHMENT A
LINE ITEM BUDGET AND BUDGET NARRATIVE (SAMPLE).

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

APPENDIX A

TERMS AND CONDITIONS

1. Private Sector

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:

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

insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

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

- (b) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (c) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (d) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.
- (e) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.
- (f) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
- (g) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
- (h) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (i) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
- (j) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance, if requested, to the Division before the Contractor begins work under this contract.

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall 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.

APPENDIX B

CERTIFICATIONS AND ASSURANCES

1. Conflict of Interest- Conflict of Interest Acknowledgement and Policy
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 Sub awardee 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

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:

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.

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 sub awardee 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 sub awardee, e.g., the first sub awardee 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 "Sub awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

- (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

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

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application</p> <p><input type="checkbox"/> b. Initial Award</p> <p><input type="checkbox"/> c. Post-Award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____</p> <p>Quarter _____</p> <p>Date Of Last Report: _____</p>
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<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Sub awardee Tier (if known) _____</p> <p>Congressional District (if known) _____</p>	<p>5. If Reporting Entity in No. 4 is Sub awardee, 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 <i>(if individual, last name, first name, MI):</i></p> <p><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a.) (last name, first name, MI):</i></p> <p><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>
<p>11. Amount of Payment <i>(check all that apply):</i></p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment <i>(check all that apply):</i></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 <i>(check all that apply):</i></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 <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary):</i></p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

<p>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL</p>

**State Certifications
Contractor Certifications Required by North Carolina Law**

Instructions

The person who signs this document should read the text of the statutes 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 _____ Sub awardee 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 _____	street address _____
city/st/zip+4 _____	city/st/zip+4 _____
county _____	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. _____	_____	_____