

REQUEST FOR APPLICATIONS
Recovery Community Center Funds / RFA 30- Recovery Community Center - 2020

RFA Posted	July 18, 2019		
Questions Due	July 31, 2019		
Applications Due	August 30, 2019		
Anticipated Notice of Award	September 15, 2019		
Anticipated Performance Period	October 1, 2019 – June 30, 2020		
Service	Substance Use Disorder Recovery Supports / Adult SUD		
Issuing Agency	Division of Mental Health, Developmental Disabilities and Substance Abuse Services		
E-mail Applications and Questions to	DMHDDSAS RFA Reviewers	Email	RCCRFA@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, Division of Mental Health, Developmental Disabilities and Substance Abuse Services' recognition that people with substance use disorders do recover, and recovery supports are an effective tool for individuals seeking long-term recovery. The Division of Mental Health, Developmental Disabilities and Substance Abuse Services, known as "The Division" seeks to assist communities in building a resource network and hub for individuals seeking long-term recovery. These funds will be directed to one (1) or more Recovery Community Organizations that currently operate a Recovery Community Center. The Recovery Community Center is a hub for individuals seeking recovery and provides a variety of resources to sustain long term recovery. Recovery Community Centers offer individuals mutual support from other individuals in recovery from substance use disorders as well as a variety of resources such as housing, education, life skills and employment. The vision for this initiative involves support of two (2) existing recovery community centers that will act in an oversight capacity to a minimum of four (4) additional recovery community centers throughout North Carolina, with the goal of gathering culturally competent data regarding substance use disorder recovery support needs from the communities in which each Recovery Community Center (RCC) resides and using that data to drive the services and supports within the RCC to ensure the recovery needs of the community are aligned with the supports available.

1.1 PURPOSE

The purpose of this funding is to support an area of the substance use recovery spectrum of supports for individuals both post-treatment after returning to their communities as well as for individuals not seeking or involved with formal clinical treatment. A Recovery Community Center (RCC) offers a safe space for individuals seeking recovery or in recovery to access resources, build positive relationships and a sense of community, and to continue to work on their own recovery journey. The Substance Abuse and Mental Health Services Administration (SAMHSA) and the American Society of Addiction Medicine (ASAM) recognized recovery supports as integral on the spectrum of recovery. There is a direct correlation between the amount of time spent at the Recovery Community Center and an individual's sustained recovery (Kelly, J. 2015, "Characterization and Evaluation of Addiction Recovery Community Centers"). This non-clinical option of recovery supports may involve working with trained Peer Support Specialists, Recovery Coaches, attending mutual aid meetings, education of individuals and families about the rights of individuals with substance use disorders to be an active participant in their care, and external resources to the Recovery Community Center such as safe housing, employment, legal assistance, HIV screening, primary medical care, etc. The successful applicants will oversee funds to a minimum of two (2) Recovery Community Centers (RCCs) external to their own and will offer ongoing technical assistance to assist the RCCs in sustainability planning, community engagement, building volunteers, and training.

1.2 BACKGROUND

Substance use disorders have severe consequences on individuals, families, and society. The economic burden of alcohol and drug misuse on society is enormous. 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). Losses in productivity, criminal justice expenses and property damage account for some of the costs. Psychiatric and behavioral health care expenses, as well as those associated with the high costs of chronic medical expenses that result from alcohol or drug misuse, constitute a substantial proportion. Additionally, North Carolina, like many other states, is in the midst of an opioid epidemic. Epidemiologic data available from the Injury and Violence Prevention Branch, Surveillance Unit of NC DHHS show that prescription opioid poisoning deaths increased by 256 percent between 2000 and 2015 while deaths from heroin overdoses increased by 800 percent indicating that the state, like the rest of the country, is facing a problem of epidemic proportions. North Carolina was one of 19 states that saw statistically significant increases in drug overdose death rates between 2014 and 2015. The prevalence estimate (age-adjusted death rate) from drug overdose deaths for the state was 15.8 per 100,000 in 2015. A total of 1,567 North Carolinians died from opioid overdoses in 2015 (<https://www.cdc.gov/drugoverdose/data/statedeaths.html>). The overdoses are driven largely by the nonmedical use of pain relievers, the prevalence of which was estimated at 4.27 for North Carolinians 12 years and older based on the 2013-2014 NSDUH surveys. Varying by age, the prevalence estimates were 4.86 for youth and adolescents (12-17); 8.86 for young adults (18-25); and 2.89 for the 26 years and older age group (<https://www.samhsa.gov/data/sites/default/files/1/1/NSDUHsaeNorthCarolina2014.pdf>).

According to the National Survey of Drug Use and Health (NSDUH), a total of 460,033 North Carolinians ages 18-64 had Substance Use Disorders in 2011 based on prevalence estimates of 17.4 percent for ages 18-25 and 5.33 percent for those aged 26-64. Only about 10 to 12 percent of the general North Carolina population who are in need of services actually receive publicly-funded services through the state's Local Management Entities/Managed Care Organizations.

Access to and availability of services are often major barriers to treatment. In addition, individuals returning to their communities from specialized inpatient and residential facilities often cannot find services or support for their recovery in their community.

The Division of Mental Health, Developmental Disabilities (DMHDDSAS) is the Single State Agency (SSA) responsible for the delivery of publicly-funded substance use disorder services. The Substance Abuse Prevention and Treatment Block Grant maintains that the continuum of substance use services should range from prevention through treatment to the maintenance and support of recovery. There is consensual agreement among people with substance use disorders and their advocates that recovery support services are inadequate and insufficient in the state. North Carolinians with substance use disorders often cannot access or afford the support or services that they need after they complete their treatment, regardless of setting. Therefore, many individuals experience a lapse in recovery and often require more expensive and intensive formal treatment services, including services in emergency departments or residential facilities.

Addiction is a chronic condition, often with multiple treatment episodes or attempts to gain wellness. Treatment is often short-term and although treatment can be an important step to recovery, it is not long-term. Using the American Society of Addiction Medicine (ASAM) Treatment Criteria for Addictive, Substance-Related and Co-Occurring Conditions, Dimension VI addresses recovery and the living environment of the individual (<https://www.asam.org/resources/the-asam-criteria/about>, 2019). This sixth dimension, addressing recovery and the living environment, focuses on the individual driving their own continued path to wellness. Since the individual is in recovery, they are now able to address other critical needs that may be a barrier to continued recovery. These include employment, housing, childcare, legal, among many other needs.

2.0 ELIGIBILITY

Successful applicants must meet the criteria for a Recovery Community Organization and must be a non-profit entity. The definition of a Recovery Community Organization can be found at http://www.facesandvoicesofrecovery.org/pdf/valentine_white_taylor_2007.pdf (Valentine, P., White, W. & Taylor, P. (2007)). Applicants must have been in business for a minimum of two 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](#).

3.0 AWARD INFORMATION

This initiative is funded by the Substance Abuse and Mental Health Services Administration (SAMHSA) via the [Substance Abuse Prevention and Treatment Block Grant](#) (SAPTBG). We anticipate 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 subawardee. Awardees must comply with [uniform administrative requirements, cost principles, and audit requirements for federal awards](#). Recipients must create 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.

3.1 SOURCE OF FUNDS AND PASS THROUGH REQUIREMENTS

Federal Award Identification Number: 3B08TI010032-17

Federal Award Date: 10/01/18- 09/30/20

Subaward Period of Performance: October 1, 2019 through September 30, 2020

Amount of Federal Funds Obligated by this Action: not to exceed \$705,000

Total Amount of Federal Funds Obligated to the Subrecipient:

Total Amount of the Federal Award: \$44,998,815

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

Federal Awarding Agency: Substance Abuse and Mental Health Services Administration

Pass-through Entity: Division of Mental Health, Developmental Disabilities and Substance Abuse Services

DUNS # 135747934

CFDA Number: 93.539

CFDA Name: Block Grants for Prevention and Treatment of Substance Abuse

Is award R&D: No.

3.2 FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

4.0 DEFINITIONS, ACRONYMS AND ABBREVIATIONS

- Recovery Community Organization - RCO
- Recovery Community Center – RCC
- Recovery Oriented Systems of Care – ROSC
- Substance Abuse Prevention and Treatment Block Grant – SAPTBG
- Substance Abuse and Mental Health Services Administration - SAMHSA
- Recovery Messaging Training – RMT
- Recovery Coach Academy – RCA
- Narcotics Anonymous – NA
- Alcoholics Anonymous – AA
- Smart Recovery – SR
- Substance Use Disorder - SUD

5.0 SCOPE OF WORK

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

- A. 1. The Contractor's Executive Director shall be responsible for the strategies and processes required to more formally establish the Contractor as a recovery community organization and center.
 - a. The Executive Director shall provide primary oversight of the operation of its recovery community organization.
 - b. The Executive Director, through listening sessions and input from the Contractor's Board members and Division staff, shall determine the types of services to be offered at the Contractor's recovery community organization.
 - c. The Executive Director shall develop a sustainability plan.
2. Outputs (Performance Measures):
 - a. A list of recommended recovery support services;
 - b. The number of outreach activities conducted;
 - c. The types of services and supports offered by the Contractor;
 - d. The number of people in recovery reached; and
 - e. The completed sustainability plans.
- B. Maintain a minimum of six (6) recovery community centers across the state.
 1. The Executive Director, or other designated recovery center staff, under the direction of the Contractor's Board and in collaboration with designated Division staff, shall be responsible for providing technical assistance and support to the previously identified recovery community centers across the state and any additions made to those.
 - a. The Contractor shall conduct outreach and technical assistance to each center on no less than a quarterly basis.
 - b. The Contractor shall collaborate with recovery community center 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.
 - c. The Contractor shall provide other technical assistance as requested or needed by the centers.
 - d. The Contractor shall review monthly invoices submitted by the recovery community centers and reimburse as appropriate.

- e. The Contractor shall assist each recovery community center in the development of a sustainability plan.
2. Outputs (Performance Measures):
 - a. A list of recommended recovery support services and providers of the recommended services;
 - b. The number of outreach activities conducted;
 - c. The number of people in recovery reached;
 - d. The number of listening events/meetings conducted;
 - e. The number of technical assistance activities provided;
 - f. Completed sustainability plan for each center.
- C. Provide a peer support specialist training recovery coach curriculum such as the Recovery Coach Academy.
1. The Executive Director shall, in conjunction with the Contractor's Board, oversee the implementation/offering of a recovery coach curriculum for peers and advocates, the focus of which is on SUD.
 2. Outputs (Performance Measures):
 - a. The number of peers trained;
 - b. The number of trainers trained and certified.
- D. Conduct recovery messaging trainings and other educational endeavors to reduce stigma, promote health and wellness, as well as sustainable recovery.
1. The Contractor staff shall conduct, as well as partner to facilitate, recovery messaging trainings, advocacy and educational endeavors to reduce stigma and discrimination associated with substance use and promote multiple pathways to sustained recovery, health and wellness.
 - a. The Contractor shall promote and provide recovery messaging training and other holistic training as requested/needed to interested parties across the state.
 - b. The Contractor shall assist other communities in designing and conducting recovery rallies during September (Recovery Month).
 - c. The Contractor shall develop policy and advocacy strategies regarding substance use disorders for targeted audiences.
 - d. The Contractor shall provide media, marketing, outreach and advocacy assistance for recovery and other events.
 - e. The Contractor shall assist communities and organizations in advocacy and educational efforts to reduce stigma and discrimination associated with substance use.
 - f. The Contractor shall ensure that resources listed on its website are clear and updated monthly.
 - g. The Contractor shall ensure that web content is accessible 24x7. In the event of a website crash, the site shall be operational and available within 24 hours of the crash.
 2. Outputs (Performance Measures):
 - a. The number of recovery messaging trainings provided;
 - b. The number of trainings/other events facilitated with other partners;
 - c. The number of people accessing training;
 - d. The number of recovery rallies conducted in North Carolina with support provided by the Contractor;
 - e. Completed policy and communications strategies;
 - f. Resources listed on the Contractor's website are clear and updated monthly; and
 - g. Web content accessible 24x7; in the event of a website crash, the site is operational and available within 24 hours of the crash.

Selected sub awardees will deliver a minimum of 30 Recovery Messaging Training sessions per year.

5.1 PROGRAMMATIC REQUIREMENTS AND PRIORITIES

Programmatic requirements include focus on substance use disorder stigma reduction, promotion of recovery values and concepts, 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 recovery community center, including hours of operation. Feedback can be obtained through listening sessions, focus groups, surveys and face to face interviews with stakeholders.

5.2 CONTRACTOR RESPONSIBILITIES

Sub awardee will secure a safe location accessible by individuals seeking recovery; preferably on a bus line or in a highly concentrated area, with meeting space and an open community area. Sub awardee will comply with performance measures listed in the contract, as well as with all federal and state regulations related to Financial Assistance. This includes all related federal regulations listed in the Code of Federal Regulations, requirements of Substance Abuse Prevention and Treatment Block Grant funding, and state requirements within 143C-6 and North Carolina Administrative Code 09 NCAC 03M. Backup documentation to monthly invoices will be submitted to the Division no later than the 10th of the month following expenditure, and backup documentation to support Quarterly Progress Reports will be submitted to the Division according to the schedule listed below:

- January 15th – Quarter 1 Report (October, November and December)
- April 15th – Quarter 2 Report (January, February and March)
- July 15th – Quarter 3 Report (April, May and June)

5.3 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 [Substance Abuse Prevention and Treatment Block Grant](#), CFDA 93.539. As a functioning recovery community organization and member of the Association of Recovery Community Organizations (ARCO), will adhere to those principles and work with newly funded recovery community centers to ensure their development is consistent with ARCO. Information regarding ARCO can be found on the Faces and Voices of Recovery website at: <http://www.facesandvoicesofrecovery.org/who/arco> .

Successful applicants will offer a training curriculum for individuals in recovery who wish to become certified peer support specialists or recovery coaches/mentors. This curriculum, based on the nationally recognized Connecticut Community of Addiction Recovery (CCAR) model, will be offered and provided to a minimum of 150 individuals during this current fiscal year. Staff supported through this contract will have thorough knowledge of recovery principles, advocacy, and must agree that there are many pathways to recovery for individuals with substance use disorders.

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.

5.4 REPORTING REQUIREMENTS

Financial Status Reports will be submitted to the Division of Mental Health, Developmental Disabilities (DMHDDSAS) and Substance Abuse Services monthly, depicting accurate expenditures from the previous month for payment no later than the 10th of the month post expenditure. Backup documentation for the Financial Status Reports is mandatory for a minimum of two months or until the DMHDDSAS Contract Administrator informs the sub awardee that backup documentation to support the Financial Status Report is not required. Backup documentation must be kept by the sub awardee by month for each month of funding and be made available during site visits conducted by DMHDDSAS staff.

Quarterly Progress Reports must be submitted no later than the 15th of the month after each quarter. The schedule is as follows and a Progress Report template will be provided. Progress Reports are due no later than:

- January 15th – Quarter 1 Report (October, November and December)
- April 15th – Quarter 2 Report (January, February and March)
- July 15th – Quarter 3 Report (April, May and June)

5.5 CONTRACTOR QUALIFICATIONS AND CAPACITY

Sub awardees must have internal controls in place and use generally accepted accounting principles (GAAP). Sub awardee must meet the qualifications of a recovery community organization as defined by [Valentine, P., White, W., and Taylor P. \(2007\)](#). Successful applicants will show no more than two audit findings in their most recent audit. At least one staff member of this organization must be trained as a Recovery Coach. Sub awardees must understand and value multiple pathways to recovery and be able to articulate the various options individuals may use to find and sustain recovery from substance use disorders. Key personnel outlined in the Sub awardee's contract must not be replaced without prior notification of the awarding agency, DMHDDSAS. Successful applicants will have demonstrated capacity to build a volunteer base for the Recovery Community Center. Flexible hours within the Recovery Community Center will be necessary to meet the needs of the community served. Sub awardees must work to define these hours, inclusive of periodic outreach to the community with multiple stakeholders bi-annually via listening sessions. Successful applicants will have a proven track record of collaboration with community partners, training and or technical assistance to individuals, families and partner agencies seeking to further recovery within their community. Subcontracting of this work must be pre-approved in writing by the funding entity.

6.0 DIVISION RESPONSIBILITIES

The Division of Mental Health, Developmental Disabilities and Substance Abuse Services will process clean monthly Financial Status Reports (FSRs) within thirty (30) days of receipt. The Division will also conduct a minimum of one site visit per year to ensure quality operations in accordance with the contract.

6.1 Performance Oversight

The Division of Mental Health, Developmental Disabilities and Substance Abuse Services is responsible to monitor and oversee the performance of this contract and will require submission of quarterly reports from the Sub awardee as well as a minimum of one face to face site visit per contract year. Monitoring activities will include review of the monthly Financial Status Report (FSR), quarterly progress report and/or on-site review to make sure activities and costs are allowed, reporting is adequate, eligibility is appropriate and special tests and provisions are met as needed. The quarterly progress reports will provide updates on the activities/outputs and performance measures relative to the contractor's performance on each goal and objective. The reports shall describe the strategies and activities for each objective. In addition, special reports and updates may be requested by the Division.

As noted in the General Terms and Conditions, "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."

7.0 TERM OF CONTRACT, OPTIONS TO EXTEND

The performance period for this contract begins October 1, 2019 and ends June 30, 2020. Up to two possible option years may be exercised by mutual agreement in accordance with the General Terms and Conditions that will operate on the state fiscal year, July 1st through June 30th.

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. Sub awardees shall not invoice for any amounts not specifically allowed for in the line item budget of this RFA.

The applicant shall use the Cost Table found in ATTACHMENT A: Line Item Budget to create the Line Item Budget and Budget Narrative. The Vendor shall not use any other tables or forms, nor modify the contents of any of the shaded cells in the Cost Table. All costs provided in Line item budget must be firm and fixed for the duration of the contract.

9.0 INVOICING AND REIMBURSEMENT

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

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 website.
- 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 by email.
- 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 all applications when such rejections are deemed to be in the best interest of the funding agency.

11.0 GENERAL INFORMATION ON SUBMITTING APPLICATIONS

- 1) Award or Rejection
All qualified applications will be evaluated and awards made to those agencies or organizations whose capabilities are deemed to be in the best interest of the funding agency. The funding agency reserves the unqualified right to reject any or all offers if determined to be in its best interest. Successful Contractors will be notified by September 15, 2019.
- 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 applying 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 about the RFA, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the agency or organization will become the property of the funding agency when received.
- 12) Competitive Offer
Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any application submitted in response to this RFA thereby certifies that this application has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.
- 13) Agency and Organization's Representative
Each agency or organization shall submit with its application the name, address, and telephone number of the person(s) with authority to bind the agency or organization and answer questions or provide clarification concerning the application.
- 14) Subcontracting
Agencies and organizations may propose to subcontract portions of work provided that their applications clearly indicate the scope of the work to be subcontracted, and to whom. All information required about the prime grantee is also required for each proposed subcontractor.
- 15) Proprietary Information
Trade secrets or similar proprietary data which the agency or organization does not wish disclosed to other than personnel involved in the evaluation will be kept confidential to the extent permitted by NCAC TO1: 05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL." Any section of the application that is to remain confidential shall also be so marked in boldface on the title page of that section.
- 16) Participation Encouraged
Pursuant to Article 3 and 3C, Chapter 143 of the North Carolina General Statutes and Executive Order No. 77, the funding agency invites and encourages participation in this RFA by businesses owned by minorities, women and the disabled including utilization as subcontractor(s) to perform functions under this Request for Applications.
- 17) Contract
The Division will issue a contract to the recipient of the grant that will include their application.
- 18) Federal Certifications
 - i) Agencies or organizations receiving Federal funds will be required to execute Federal Certifications regarding Non-discrimination, Drug-Free Workplace, Environmental Tobacco Smoke, Debarment, Lobbying, and Lobbying Activities. A copy of the Federal Certifications is included in this RFA for your reference (see Appendix B). Federal Certifications should NOT be signed or returned with the application.

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

also include a conflict of interest policy statement.

12.0 APPLICATION CONTENT AND INSTRUCTIONS

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

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

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

A. Cover Page with all fields completed, signed by an authorized official of the Contractor organization (not inclusive in the 20-page limit)

B. Face Page

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

C. Proposal Summary (5 points)

The summary should be prepared after the application has been developed to encompass all the key points necessary to communicate the objectives of the project. It is the document that becomes the cornerstone of the proposal, and the initial impression it gives will be critical to success of the venture. In many cases, the summary will be the first part of the proposal package seen by agency and very possible could be the only part of the package that is carefully reviewed before the decision is made to consider the project any further.

D. Organization Background and Qualifications (5 points) :

Describe the organization and its qualifications for funding:

- 1) Mission and goal of the Organization
- 2) A brief overview of the organization's history
- 3) Brief overview of the contractor's experience with providing the service (organization's past achievements and accomplishments and evidence of its impact)
- 4) Brief overview of all services provided by the Contractor within the last five years, including:
 - i) The beginning and ending dates of any existing contracts;
 - ii) The services provided under those contracts;
 - iii) The total number of Contractor employees assigned to service each contract;
 - iv) The total number of volunteers involved with providing services within the organization;
 - v) Whether any of those contracts were extended or renewed at the end of their initial terms;
 - vi) Whether any of those contracts were terminated early for cause by either party to the contract;
 - vii) The "lessons learned" from each of those contracts; and
 - viii) The name, address, and telephone number of at least one manager in each client organization who is personally familiar with the Vendor's performance under the contract
- 5) Qualifications/background on organization's Board of Directors and Key Staff
- 6) The details of:
 - i) Any criminal convictions of any of the Contractor or any of their officers, directors, employees, agents or subcontractors of which the Contractor have knowledge or a statement that there are none;
 - ii) Any criminal investigations pending against of any of the Contractor or any of their officers, directors, employees, agents or subcontractors of which the Contractors have knowledge or a statement that

- there are none;
- iii) Any regulatory sanctions levied against any of the Contractors or any of their officers, directors, employees, agents or subcontractors by any state or federal regulatory agencies within the past three years of which the Contractor s 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 Contractors or any of their officers, directors, employees, agents or subcontractors by any state or federal regulatory agencies of which the Contractors have knowledge or a statement that there are none.
Note: The Department may reject a proposal solely based on this information.
 - v) Any of the Contractor’s directors, partners, proprietors, officers or employees or any of the proposed project staff are related to any DHHS employees. If such relationships exist, identify the related individuals, describe their relationships, and identify their respective employers and positions.
 - vi) Assurance that the Contractor and the proposed Contractor staff are not excluded from participation by Medicaid or the Office of the Inspector General of the United States Department of Health and Human Services.
- 7) Other major donors, grant awards, etc. and summary of dollar amounts of contribution(s)

E. Assessment of Need/s (Problem Statement) (10 points)

- 1) Problem (explain why the supports are necessary)
- 2) Describe what your organization is doing to address this problem
- 3) Primary counties served
- 4) Ethnicity, age, and gender of population served
- 5) Target population or who are you plan on serving
- 6) Anticipated number of participants to be served over the course of the funding
- 7) Eligibility requirements to receive supports
- 8) Statistical facts and figures (national, state, local)
- 9) Program Website

F. Project Description and Narrative (20 points)

A written description of the Contractor’s approach to the project, including identification of key partners.

Describe your proposed project. Explain how you engaged the priority population in developing this proposed project. Detail how this project will address the organization’s needs. Identify which activities from the list of activities are included in the project. Include timelines for project implementation with specific program objectives as they relate to performance measures and budget (e.g. hiring staff or contractors, determining services to be provided, engaging participants, etc.).

Provides a comprehensive framework understanding and description of the RFA. (The Contractors Approach to the project so that the desired results can be achieved).

List Goals and Objectives of the project (describes how they will be met and the outcome of the project in measurable terms.

- 1) Goals: Note: The outcome is derived from the goal. It has the same intention but it is more specific, quantifiable and verifiable than the goals. Please be aware of how realistic your outcomes are and that the outcomes should be aware of time-restraints. Outcomes should be SMART – Specific, Measurable, Achievable, Realistic, and Time-Bound. Contractors must describe the program’s intent to maintain, change, reduce, or eliminate the problem noted in Section II and outline the project’s goals.
- 2) Objectives: Objectives are the measurable outcomes of the project. They define your methods. Your objectives must be tangible, specific, concrete, measurable and achievable in a specified time period.

Contractors often confuse objectives with goals, which are conceptual and more abstract. For the purpose of illustration, here is the goal of a project with a subsidiary objective:

Goal: Our after-school program will help children read better.

Objective: Our after-school remedial education program will assist 50 children in improving their reading scores by one grade level as demonstrated by standardized reading tests administered after participating in the program for six months. The goal in this case is abstract: improving reading, while the objective is much more specific. It is achievable in the short term (six months) and measurable (improving 50 children's reading scores by one grade level). Well-articulated objectives are increasingly critical to an application's success.

G. Collaboration and Community Support (10 points)

Describe how you will collaborate on this project or initiative with other relevant organizations in your community, and/or how this project will improve the collaboration between local stakeholders. Describe how you will verify that projects or services are not being duplicated in the community and with population served. If the project involves direct collaboration or joint collaboration with other partners, these partners should submit letters of support clearly describing their organization's roles and responsibilities.

Letters of support that involve collaboration should be included with your grant application as an appendix and will not count toward the narrative page limit of this RFA. Please do not have letters sent separately to the Division. They will not be included in your application and will not be read by reviewers.

H. Potential Impact (20 points)

Explain why the proposed project is a good use of federal dollars. Describe the potential health impact and other effects on your community and its residents. Use research on program outcomes to identify what works. Whenever possible, quantify the possible economic savings and/or gains brought about by the project through program specific data.

I. Organizational Sustainability (15 points)

Describe how the project will contribute to or promote the capacity of your organization or your community over time to prevent opioid use disorders and overdose deaths. Applications must describe how the enhancements, improvements, or increases achieved during the grant year may be sustained past the funding secured during the grant term. Describe obstacles that may affect your organization's ability to sustain this program after the grant cycle and potential solutions to these identified challenges.

J. Line Item Budget and Budget Narrative (10 points)

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.

Use the budget template provided with this RFA, labeled Attachment A. If the budget template is not used, zero points will be awarded for the budget feasibility section. The budget should be for the nine-month period October 1, 2019 through June 30, 2020.

- Salary Detail – Staff salaries and expenses for temporary/contract staff should be entered by position type in the appropriate section. For employed staff and temporary/contract staff, enter the average number of hours to be worked per week for each position type on the project.
- Summary – Detailed cost breakdown for the project and identify all sources of funding for the project.
- Narrative – Expanded details on line items in the budget.

Funds may not be used for purchase of land or buildings, nor may extensive renovations be completed with these funds. Equipment, such as computers, may be purchased with these funds as long as the cost is less than \$5000.00.

K. Supporting documents excluded from 20-page limit above (5 points)

- A. An organizational chart identifying the personnel who will be assigned to work on this project.
- B. Letters of support from key partners, including LME-MCOs and proposed sub awardees,
- 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, sent to DMHDDSAS RFA Review Committee, RCCRFA@dhhs.nc.gov no later than 5:00 p.m. on Friday, August 30, 2019.

13.0 EVALUATION CRITERIA AND SCORING

PHASE I: INITIAL QUALIFYING CRITERIA

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

ITEM	APPLICATION ACCEPTANCE CRITERIA	RFA Section	YES	NO
1	Was the contractor's application received by the deadline specified in the RFA?			
2	Vendor proposal includes all required affirmative statements, assurances and certifications signed by the vendor's responsible representative, as described in Appendix B. of the RFA			
3	Included in those certifications, the contractor states that it is not excluded from entering into a contract with DHHS/State due to restrictions related to the federal debarment list, etc.			
4	Vendor meets eligibility requirements as stated in Section 2.0.			
5	Vendor meets the minimum Qualification Requirements as described in Section 5.5.			
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 Contractors 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	5 points
Organizational Background and Qualifications	5 points
Assessment of Need / Approach to the Project	10 points
Project Description and Narrative	20 points
Collaboration and Community Support	10 points
Potential Impact	20 points
Organizational Stability	15points
Line Item Budget / Budget Narrative	10 points
Supporting Documentation	5 points
Total Score	100 points maximum

ATTACHMENT A

LINE ITEM BUDGET AND BUDGET NARRATIVE Template

This template must be used to describe your budgetary needs for the nine-month period of October 1, 2019 through June 30, 2020. Please modify categories accordingly if needed.

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

APPENDIX A

TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Services

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

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

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

Indemnity and Insurance

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

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

(1) **Professional Liability Insurance:** The Contractor shall ensure that the Contractor and its employees, agents, and subcontractors each maintain through an

insurance company or through a program of self-funded insurance, professional liability insurance with limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate.

(2) **Worker's Compensation Insurance:** The Contractor shall provide and maintain worker's compensation insurance, as required by the laws of the states in which its employees work, covering all of the Contractor's employees who are engaged in any work under the contract.

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

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

(5) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:

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

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

- (b) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (c) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (d) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by

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

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

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

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

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

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

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

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by

virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

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

Compliance with Applicable Laws

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

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

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

comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

Confidentiality

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

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

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

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

Oversight

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

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

APPENDIX B

CERTIFICATIONS AND ASSURANCES

1. Conflict of Interest
 - a. Conflict of Interest Acknowledgement and Policy
(non-governmental agencies)
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 boards 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:

##Contractor Name##

Name of Organization

Signature of Organization Official

Date

State Grant Certification – No Overdue Tax Debts

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

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

Entity's Letterhead

[Date of Certification (mmddyyyy)]

To: State Agency Head and Chief Fiscal Officer

Certification:

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

Sworn Statement:

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

Board Chair

[Title of Second Authorizing Official]

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

(Notary Signature and Seal)

My Commission Expires: _____

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

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

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

IRS Tax Exemption Verification Form (Annual)

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

Name of Agency _____

Chairman, Executive Director, or other Authorized Official

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

Notary Public

My Commission expires: _____

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 - [] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

 - [] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Title

Contractor Name

Date

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

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

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

Address

Street

City, State, Zip Code

Street

City, State, Zip Code

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

III. Certification Regarding Environmental Tobacco Smoke

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

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

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

Instructions

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

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

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

Certification

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

V. Certification Regarding Lobbying

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

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

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether 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> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <p>For Material Change Only: Year _____ Quarter _____ Date Of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Sub awardee Tier (if known) _____ Congressional District (if known) _____	<p>5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime:</p> Congressional District (if known) _____	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> CFDA Number (if applicable) _____	
<p>8. Federal Action Number (if known)</p>	<p>9. Award Amount (if known) \$</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p align="center"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	<p>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):</p> <p align="center"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ € actual € planned</p>	<p>13. Type of Payment (check all that apply):</p> <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>12. Form of Payment (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

State Certifications
Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes 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 Mental Health, Developmental Disabilities and Substance Abuse Services
 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 Draf (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.
