

GENERAL CONTRACT COVER

This contract is hereby entered into by and between the North Carolina Department of Health and Human Services, Division of Child and Family Wellbeing (the "Division") and Polk County Schools (the "Contractor") (referred to collectively as the "Parties").

1. Contract Documents:

This contract consists of the following documents, which are incorporated herein by reference

- (a) This contract cover
- (b) The General Terms and Conditions
- (c) Scope of Work
- (d) Performance Measures Chart
- (e) The Line Item Budget
- (f) Federal Certifications
- (g) State Certification
- (h) Authorization to Sign Contracts
- (i) Authorization to Sign Contract Expenditure Reimbursements
- (j) IRS Tax Certification (to be attached by the Contractor)

Incorporated By Reference

The following documents are reference materials and are available by going to the following website, Open Window

(https://openwindow.ncdhhs.gov/index.aspx?pid=doc_ReferenceDocuments)

- (a) Travel: Policies Governing Travel Related Expenses for Contractors
- (b) Notice of Certain Reporting and Audit Requirements
- (c) General Statutes G.S. 143C6 NonState Entities Receiving State Funds
- (d) Subchapter 03M Uniform Administration of State Grants

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

2. Precedence Among Contract Documents:

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

3. Effective Period:

This contract shall be effective on July 1, 2022, and shall terminate on June 30, 2023, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions.

4. Contractor's Duties:

The Contractor shall provide the services as described in the scope of work and in accordance with the approved budget.

5. Division's Duties:

The Division shall pay the Contractor in the manner and in the amounts specified in the contract documents. The total amount paid by the Division to the Contractor under this contract shall not exceed \$152,788. This amount consists of \$0 in State funds, \$0 in Local funds, \$0 in Other funds and \$152,788 in Federal funds.

The total contract amount is \$152,788.

6. Conflict of Interest Policy:

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

7. Reversion of Unexpended Funds:

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

8. Grants:

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

9. Reporting Requirements:

This is a subaward for financial assistance. Financial assistance awards are subject to the Uniform Administration of State Awards, Oversight and Reporting Requirements for recipient and subrecipients described in N.C. General Statute § 143C-6-23(d) and in 09 NCAC 03M.205 and subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), promulgated by the United States Office of Management and Budget sections: 2 C.F.R. 200.303 regarding internal controls; 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management; and subpart F regarding audit requirements, which implements the Single Audit Act (31 U.S.C. § § 7501-7507) if federal funds are received.

A non-governmental grantee who receives a combined \$500,000 or more funds from all state agencies (including federal financial assistance received by the State and transferred or disbursed to a non-State entity) must continue to submit a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as a Yellow Book audit, to Risk Mitigation and Audit Monitoring Risk Management, Compliance and Consulting and mail to: NCGrantsReporting@dhhs.nc.gov within 9 months of the grantee's fiscal year end. Per 09 NCAC 03M.205: "Unless prohibited by law, the costs of audits made in accordance with the provisions of this Rule shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards."

DHHS encourages all its non-governmental grantees that receive funds from other state agencies or DHHS divisions to contact their assigned contract monitor(s) to determine if year-end reports must be submitted for those particular grants/awards.

10. Payment Provisions:

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.

11. Contract Administrators:

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

or email address of its contract administrator by giving timely written notice to the other Party.

For the Division:

Rachel Zarcone, Behavioral Health Clinical Consultant/State Adolescent Health Coordinator
5601 Six Forks Road
Raleigh, NC 27609
Telephone: 919-707-5674
Email: Rachel.Zarcone@dhhs.nc.gov

For all inquiries about this Contract and Amendment, please contact the COVID Contract Coordinator:

Carol Tyson, Contract Coordinator
5601 Six Forks Road
Raleigh, NC 27609
Telephone: 919-349-1525
Email: carol.tyson@dhhs.nc.gov

For the Contractor:

Kathy Harding
Polk County Schools
P.O.Box 638, 125 East Mills Street
Columbus, NC 28722
Telephone: 828-894-3051
Email: kharding@polkschools.org

12. Supplementation of Expenditure of Public Funds:

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

13. Disbursements:

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

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

14. Outsourcing to Other Countries:

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

15. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are accompanied by a signature page and can be found in the Contractor's Managed Documents section of DHHS Open Window. The signature page is to be signed by the contractor's authorized representative.

16. Other Requirements:

(a) Omni Circular Federal Award Reporting Requirements for Pass Through Agencies:

UEI #: NDAFBCKMC4Z3

Federal Award Identification Number: NU50CK000530;

Federal Award Date: 04-08-2021;

Total Amount of Federal Award: \$315,895,947;

Federal Funds Obligated by this Contract: \$152,788;

Federal Award Project Description: CK19-1904 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC);

Name of Federal Awarding Agency: Centers for Disease Control and Prevention;

CFDA Number and Name: 93.323, Epidemiology and Laboratory Capacity for Infectious Diseases (ELC);

Is award R&D?: No;

Indirect Cost Rate for the Federal Award: N/A.

(b) System for Award Management Database (SAM)

All grantees receiving federal funds must be actively registered in the federal government's System for Award Management (SAM) database or be willing to complete the registration process in conjunction with the award (see www.sam.gov). To maintain an active SAM record, the record must be updated no less than annually.

Signature Warranty:

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

Signatures follow on next page

**GENERAL TERMS AND CONDITIONS
(Local Government; Health Care)**

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

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

Default and Termination

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

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

to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

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

Special Terms and Conditions for Health Care Contractors

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.

Professional Liability Insurance: During the term of this Agreement, 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.

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

Health Insurance Portability and Accountability Act (HIPAA):

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

Confidentiality

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

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

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

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

Oversight

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

N. C. Department of Health and Human Service
Division of Child and Family Wellbeing

SCOPE OF WORK

BACKGROUND

In support of safe, in-person instruction in kindergarten through grade 12 (K-12) schools, screening testing can provide an additional layer of prevention to protect students, teachers, and staff and slow the spread of SARS-CoV-2, the virus that causes Coronavirus Disease 2019 (COVID-19). While it is critical for schools to remain open for academic, social, and emotional benefits, it is equally important to do so safely (see: <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/operation-strategy.html>) The federal government is providing financial resources through the Centers for Disease Control and Prevention (CDC) under the Epidemiology and Laboratory Capacity (ELC) Reopening Schools award to enable schools to establish and expand COVID-19 screening testing programs to support and maintain in-person learning and to address the behavioral/mental health needs exacerbated by the COVID-19 pandemic.

Public health and education are necessary partners for safe and healthy schools. Successful testing programs with the appropriate response to test results are enhanced by close collaborative working relationships between schools and local health authorities. Efforts should be taken to foster, grow and maintain the tie between public health and education to support COVID testing and response programs and other activities that improve population and individual health for students and school staff. Funding from the ELC award will support staff positions that encourage continuity of existing COVID-related activities, maintain the school's integral role in screening testing, build upon the work already begun, address behavioral/mental health issues as a result of the COVID pandemic, and ensure a holistic assessment and monitoring of disease burden within any given community.

Comparison Data:

The current school nurse to student ratio for the Contractor's school(s) is 1:402.

PURPOSE

The purpose of this contract is to keep children healthy and in school learning by maintaining an appropriate COVID testing program and supporting School Health Advisory Council activities that support behavioral/mental health.

COUNTIES

This contract serves the following North Carolina County: Polk County

PERFORMANCE REQUIREMENTS

The Contractor shall, for 2,010 unduplicated students:

1. Maintain a COVID-19 testing program with onsite-testing, using the state-contracted vendor testing, and/or at-home testing.
2. Provide behavioral/mental health activities and services to teachers, students, and staff to mitigate the effects of COVID-19
3. Provide School Health Advisory Council activities that improve the behavioral/mental health of teachers, students, and staff.
4. Ensure that the activities are provided in and for K-12 public schools.
5. Ensure that positions funded through this contract do not supplant positions currently in place at the beginning of this contract.
6. Ensure funds are used according to priority requirements and allowable uses.
 - a. For ELC-ROC COVID Testing/School Health funds, see the following link for allowables: <https://covid19.ncdhhs.gov/media/4567/open>
 - b. For School Health Advisory Council funding, see the following link for allowables: <https://covid19.ncdhhs.gov/media/4464/open>
7. Priority Requirements:

Hiring of temporary nursing and/or clinical staff, for allowable purposes listed below, with a registered school nurse being the priority for the Contractor who have school nurses assigned to 3 or more schools. Positions shall:

 1. Support K-12 COVID-19 testing program activities not covered by a State-Contracted vendor.
 2. Provide COVID-19 support and response in K-12 public schools.
 3. Provide school health program activities that support access to education in K-12 public schools.

PERFORMANCE STANDARDS

The Contractor shall:

1. Employ, or assure employment of nursing (registered nurses [RNs], and/or licensed practical nurses [LPNs] or unlicensed assistive personnel [UAPs] working under the supervision of a RN) and/or clinical staff (social workers, psychologists, guidance counselors) as described in Performance Requirements, Section I. Paragraph 1., to work in K-12 public schools related to K-12 testing programs, COVID response activities, and school health program activities during the 2022-23 school year.
2. **Reporting Requirements**

The reporting below shall be provided by the Contractor to DCFW via the Smartsheet dashboard, which can be accessed at <https://app.smartsheet.com/b/publish?EQBCT=652352b930784ca9bf3dad3cd87b2368>

The Contractor shall:

 - a. Contribute to the **County COVID-19 Response Plan** by sharing your budget and budget narrative with the Local Health Department.
 - b. Complete an **End-of-Project Progress Report** via the Smartsheet dashboard. The End-of-Project Progress Report will be due by May 31, 2023. The report template will be uploaded in Smartsheet no later than March 31, 2023. The End-

of-Project Progress Report shall report about the prior period's progress on implementing the Contractor's deliverables:

1. Number, type, and location of positions hired.
 2. Accomplishments. (Should be consistent with the budget and budget narrative).
 3. Barriers to completing activities and how those barriers were overcome.
 4. Changes to the original plan and justification.
- c. Activities provided by nursing positions (RNs, LPNs, and UAPs) shall be reported by the designated school nurses, lead school nurses, or other personnel designated by the school nurse employer on the 2022-23 North Carolina Annual School Health and Charter School Health Surveys in December 2022 and June 2023. The link to this report will be provided by the Regional School Health Nurse Consultant (RSHNC).
- d. Submit and upload a monthly Contract Expenditure Report (CER) each month via the Smartsheet dashboard. These monthly financial reports will report on the prior month, with the exception of the first months' reports, consistent with the due dates posted on the Smartsheet dashboard. Reporting will be retroactive to the Contract start date, even if no activity has taken place. The CERs are due no later than the 10th of the month via Smartsheet for the prior month, even if no expenses have been incurred.
3. Maintain all receipts and invoices for expenses that support the allowable use expenses which include salary and fringe benefits, staff development and training, IT hardware and software, supplies (including cell phones and office supplies), and travel.
 4. Seek prior approval from DCFW program staff for any expenditure that is not consistent with allowable uses listed above in Performance Requirements, Paragraph 2.b.
 5. Ensure services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing. The North Carolina School Health Program Manual, latest edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing developed by American Nurses Association and National Association of School Nurses.

PERFORMANCE MONITORING / QUALITY ASSURANCE PLAN

This Contract will be monitored according to the following plan:

Deliverables will be monitored by site visits and required reports. The Contractor agrees to participate in periodic site visits as needed (with a minimum of one per year) as determined by the Program Manager. If the Contractor is deemed out of compliance, program staff will provide technical assistance; and funds may be withheld until Contractor is back in compliance with deliverables. If technical assistance does not prove beneficial, the Contract may then be terminated.

1. This Activity will be monitored by the Whole Child Health Section according to the following plan:
 - a. The K-12 COVID Contract Team will review the Financial Reports each month to ensure that funds are spent only on allowable uses.
 - b. The Contract Team will review the End-of-Project Progress Report to monitor vacancies, recruitment, and hiring, and will maintain regular contact (email,

phone, and on-site) with the Contractor to monitor progress on Contract deliverables. If reports indicate failure to adhere to deliverables in this Contract, the RSHNC will work with the local designee to develop a corrective action plan.

- c. School nursing positions, as outlined in this Contract, will be monitored via reported data provided through the 2022-23 North Carolina Annual School Health and Charter School Health Surveys in December 2022 and June 2023.
2. The Contractor shall adhere to the following service quality measures for this Contract:
 - a. Services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing. The North Carolina School Health Program Manual, latest edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing developed by American Nurses Association and National Association of School Nurses.
 - b. Services are provided with adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act), as applicable. Where HIPAA and FERPA may appear to be in conflict, FERPA shall be followed regarding records that become part of the student's educational record; US Department of Education and North Carolina Department of Public Instruction guidelines are resources.

REIMBURSEMENT

To be reimbursed the Contractor shall:

1. Submit monthly financial reports with the monthly Contract Expenditure Reports (CER) no later than the 10th of each month following the month of service via Smartsheet. Contract Expenditure Reports and monthly financial reports must be submitted even when no expenses are incurred in a given month. Failure to submit sequential monthly reports will result in delay in receiving reimbursement.
2. Monitor the account line items in the Detail Budget to assure that expenditures meet approved program requirements. Should program needs change requiring that funds be moved from one account line item to another, or the Contractor wishes to exceed any account line item, a budget realignment form, with justification, must be submitted to the Contract Administrator and approved before the expense can be encumbered.
3. Monitor the budget accounts to assure that expenditures do not exceed approved budget accounts. Should a negative balance occur in any account line item, the Contractor shall submit to the Contract Administrator a budget realignment form to correct the negative, including a justification as to how the negative balance occurred. No monthly Contract Expenditure Reports will be processed until negative balances are reconciled and the budget revisions are approved.
4. Requirements for pass-through entities: In compliance with 2 *CFR* §200.331 – *Requirements for pass-through entities*, the Division of Child and Family Wellbeing provides in this Contract the total amount of federal funds allocated for this activity.
5. Additional Grant Terms & Conditions: As the Contractor is a subrecipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the

Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2] the Contractor agrees as applicable to the award, to:

- a. Comply with existing and/or future directives and guidance from the Health and Human Services (HHS) Secretary regarding control of the spread of COVID-19;
 - b. Consult and coordinate with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation);
 - c. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation. In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS– CoV–2 or to diagnose a possible case of COVID–19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>.
 - d. Consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the subrecipient is expected to provide to CDC, through NC DHHS, copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing.
 - e. This award is contingent upon agreement by the subrecipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.
6. In addition to their local procurement rules/policies, the Contractor shall comply with the following rules, applying the most restrictive standard where there is a difference between any of the standards:
- a. Federal Uniform Administrative Requirements for Procurement, 45 CFR Part 75 §75.327-335, https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#se45.1.75_1326
 - b. Appendix II to Part 75—*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards* may be found here for incorporation into procurement Contracts: https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#ap45.1.75_1521.ii
7. Unallowable costs:
- a. Research
 - b. Construction
 - c. Clinical Care
 - d. Publicity and propaganda (lobbying):
 - i. Other than for normal and recognized executive-legislative relationships, no funds may be used for:

- 1) Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - 2) The salary or expenses of any grant or Contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- ii. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients:
https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf.
 - iii. All unallowable costs cited in CDC-RFA-CK19-1904 remain in effect, unless specifically amended, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.

PERFORMANCE MEASURES CHART

The Department of Health and Human Services uses performance measures rubrics as a tool to determine the success of a project and how well services and products are being delivered. Together they enable the Department to gauge efficiency, determine progress toward desired results and assess whether the department is on track with meeting its goals. The Contractor shall adhere to all of the performance requirements/standards in the scope of work, including performance measure in the performance measures chart below.

Measure Type	Demand	Reporting Frequency	Annual
Measure	The number of students in the school(s) requiring COVID testing and support.		
	Budget Year	1	Trend Maintain
	Baseline Value	2,010	
	Target Value	2,010	
	Data Source	This number is the Average Daily Membership (ADM) as reported by the Department of Public Instruction.	
	Collection Process and Calculation	ADM is reported by each local agency to the Department of Public Instruction (DPI). DPI publishes this data in an annual online report.	
	Collection Frequency	Annually	

Measure Type	Input	Reporting Frequency	Annual
Measure	Contract not to exceed amount.		
	Budget Year	1	Trend Maintain
	Baseline Value	\$152,788	
	Target Value	\$152,788	
	Data Source	Executed Contract	
	Collection Process and Calculation	Federal funders provide a notice of grant award, local agency allocations were determined by a set of criteria that included ADM, current school nurse to student ratio and Social Vulnerability Index (SVI).	
	Collection Frequency	Annually	

Measure Type	Output	Reporting Frequency	Annual
Measure	Number of FTE hired on this contract.		
Budget Year	1	Trend	Maintain
Baseline Value	1.5		
Target Value	1.5		
Data Source	Smartsheet		
Collection Process and Calculation	The lead school health nurse reports the FTE in Smartsheet.		
Collection Frequency	Annually		

Measure Type	Outcome	Reporting Frequency	Annual
Measure	The school health team staffing to student ratio.		
Budget Year	1	Trend	Decrease
Baseline Value	1:402		
Target Value	1:309		
Data Source	The baseline value is the school nurse to student ratio prior to funding. The target value is the school health team to student ratio, which represents the School Nurse + additional staff added with this funding. 2021-22 North Carolina Annual School Health and Charter School Health Surveys in December 2021 and June 2022. The link to this report will be provided by the Regional School Health Nurse Consultant (RSHNC) and the staffing hired with these funds as reported on Smartsheet.		
Collection Process and Calculation	The local lead school health nurse reports FTE in the 2021-22 North Carolina Annual School Health and Charter School Health Surveys in December 2021 and June 2022. The link to this report will be provided by the Regional School Health Nurse Consultant (RSHNC). The lead nurse also reports staff hired with these funds on Smartsheet.		
Collection Frequency	Annually		

Measure Type	Quality	Reporting Frequency	Annual
Measure	Percent of services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing. The North Carolina School Health Program Manual, latest edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing developed by American Nurses Association and National Association of School Nurses.		
	Budget Year	1	Trend Maintain
	Baseline Value	100%	
	Target Value	100%	
	Data Source	Contractor staff credentials.	
	Collection Process and Calculation	Contractor shall review and verify staff education and licensure records prior to hiring, at least annually thereafter and maintain records in personnel files	
	Collection Frequency	Annually	

Measure Type	Efficiency	Reporting Frequency	Annual
Measure	Cost per unduplicated child in school.		
	Budget Year	1	Trend Maintain
	Baseline Value	\$76.01	
	Target Value	\$76.01	
	Data Source	Total amount expended by contractor is recorded in the North Carolina Accounting System.	
	Collection Process and Calculation	\$152,788/2,010 = \$76.01 per student. The Contractor submits monthly Contract Expenditure Reports and expenditures are recorded by the North Carolina Accounting System.	
	Collection Frequency	Annually	

TESTING AND SHAC BUDGETS

Testing Budget	Narrative	Amount
CATEGORY: PERSONNEL		
Salary	1.5 FTE RN	\$67,033
Fringe		\$25,755
Other HR (through temp agency)		0
CATEGORY: SUPPLIES AND MATERIALS		
Furniture		0
Supplies & Materials: Other (eg, office supplies, masks, gloves, sanitizer, etc)		0
Travel: hired or contract staff		0
Training and Staff Development		0
Outreach and Media		0
Indirect Costs	DECLINED	0
SUBTOTAL PERSONNEL, OPERATIONS & IDC		\$92,788
Equipment: Communication		0
Equipment: Office		0
Equipment: IT		0
Equipment: Other		0
		0
TOTAL TESTING BUDGET		\$92,788
SHAC Budget		
CATEGORY: PERSONNEL		
Substitutes – Hourly pay		0
CATEGORY: OPERATIONS		
Supplies and Materials	Supplies and materials for meditation garden	\$2,000
Travel	Travel costs for staff to attend School Counselor Conference	\$4,425
Training and Staff Development	Registration for School Counselor Conference	\$1,575
Outreach and Media		0
Indirect Costs	DECLINED	0
SUBTOTAL PERSONNEL, OPERATIONS & IDC		\$8,000
Rent: Equipment		
Equipment: Communication		
Equipment: Office		
Equipment: IT		
Equipment: Furniture	To furnish/equip 8 quiet meditation spaces for staff	\$52,000
TOTAL SHAC BUDGET		\$60,000
GRAND TOTAL TESTING & SHAC		\$152,788

- e. **Notifying the Department within ten days after receiving notice under subparagraph (d)(2) 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)(2), with respect to any employee who is so convicted:
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) 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 school sites within the District; add additional pages if necessary):**

Street Address No.1:

City, State, Zip Code:

Street Address No.2:

City, State, Zip Code:

List Attached

- 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

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:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) 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:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

Performance Sites List

**Polk Central School
2141 South NC 9 Hwy
Mill Spring, NC 28756**

**Polk County High School
1681 E. NC 108 Hwy
Columbus, NC 28722**

**Polk County Virtual Early College
1681 East 108 Hwy
Columbus, NC 28722**

**Polk County Middle School
321 Wolverine Trail
Mill Spring, NC 28756**

**Saluda Elementary School
214 East Main Street
Saluda, NC 28773**

**Sunny View Elementary School
86 Sunny View School Rd.
Mill Spring, NC 28756**

**Tryon Elementary School
100 School Place
Tryon, NC 28782**

**Stearns Education Center
125 E. Mills Street
Columbus, NC 28722**

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

- a. **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.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

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

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

VI. Disclosure of Lobbying Activities

Instructions

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

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

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.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
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) 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.