



CONTRACT DETAILS

COUNTY	CONTRACTOR
Contract Number: 90004531	Contractor Name: NC ASSOCIATION OF FREE AND CHARITABLE
Parent Contract:	Description of Services: NCAFCC Member Subrecipient COVID-19 Grant
Contract Amount: \$143,080.00	Effective Date: July 01, 2022
Number of Renewals:	Expiration Date: December 31, 2026

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY

ATTEST:

Michael Halford
Guilford County Manager

Robin B. Keller	Date
Guilford County Clerk to Board	

**NC ASSOCIATION OF FREE
AND CHARITABLE**

ATTEST:

Date _____

Title: _____

Witness

Date

Print Name: _____

Print Name: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

John Barfield Date
Guilford County Finance Director

Guilford County Department Director

Guilford County Assistant County Manager

STATE FISCAL RECOVERY FUND DIRECTED FINANCIAL ASSISTANCE NCAFCC MEMBER AGREEMENT COVER

THIS AGREEMENT is hereby made between the North Carolina Association of Free and Charitable Clinics, Inc. (the “ASSOCIATION”) and Guilford County, on behalf of its Department of Health & Human Services- Division of Public Health (the “NCAFCC Member”).

WHEREAS, the ASSOCIATION is a recipient of funds under a contract with the State of North Carolina, Department of Health and Human Services, Office of Rural Health (ORH) regarding a directed financial assistance award;

WHEREAS, NCAFCC Member seeks to benefit from and utilize ASSOCIATION’s funds under the terms of this Agreement;

WHEREAS, the ASSOCIATION must enter into this Agreement with NCAFCC Member for NCAFCC Member to become a valid beneficiary of ASSOCIATION’s funds under the ORH Contract.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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

Contract Cover Sheet

Attachment A: General Terms and Conditions

Attachment B: Scope of Work and Performance Metrics

Attachment C: Intentionally Omitted.

Attachment D: Reporting Requirements and Templates

Attachment E: Payment Request Form (Recipient to submit quarterly; must be notarized)

Attachment F: No Overdue Tax Debts Certification (must be notarized)

Attachment G: State Certifications

Attachment H: Conflict of Interest Acknowledgment (must be notarized)

Attachment I: Conflict of Interest Policy (Recipient to attach; example provided)

Attachment J: Conflict of Interest Verification Form (Recipient to complete annually)

Attachment K: Federal Certifications (Recipient to complete annually)

Attachment L: Federal Funding Accountability and Transparency Act Reporting Requirements

Attachment M: NC Substitute W9 (Recipient to attach)

Attachment N: IRS Tax Exemption Letter (Recipient to attach; applicable to nonprofits only)

Attachment O: IRS Tax Exemption Verification Form (Recipient to complete annually; must be notarized; applicable to nonprofits only)

Effective Date: July 1, 2022

End Date: December 31, 2026

General Description of Award:

Directed Financial Assistance Award Amount: \$15,000,000 in federal Coronavirus State Fiscal Recovery Funds authorized in section 9901 of the American Rescue Plan Act [P.L. 117-2] and appropriated by S.L. 2021-180, as amended by S.L. 2021-189.

This award of up to \$15,000,000 to the Association and any subsequent disbursement of such funds from ASSOCIATION to NCAFCC Member is considered federal financial assistance, and unless exempted by the United States Department of the Treasury (US Treasury), this award and any sub-award to NCAFCC Member is 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). This award is also considered state financial assistance, and as such is subject to the statutory provisions in the North Carolina Administrative Code Title 09, Chapter 3, SubChapters 03M.

NCAFCC Member understands that both State and Federal law impose affirmative requirements for it to secure an audit, that the funds subject to this Agreement as well as the funds subject to any prior agreement between the ASSOCIATION and NCAFCC Member for the distribution of COVID-19 grant funds are each subject to these audit requirements, that a cumulative total funds received by NCAFCC Member in its fiscal year from this Agreement, any prior agreement with ASSOCIATION, or from some other source of federal or state funds are all subject to these audit requirements. NCAFCC Member acknowledges it will determine its audit requirements, and timely obtain and timely submit any audit or audits that may be required to the required recipients of such audit.

One of the federal eligible uses of State Fiscal Recovery Funds is to provide government services up to the amount of revenue lost due to the COVID-19 public health emergency. The Office of State Budget and Management has determined that this award is classified as provision of government services within the state's calculated reduction of revenue due to the COVID-19 public health emergency. This award will be administered and reported under Expenditure Category 6.1 – Revenue Replacement: Provision of Government Services – under US Treasury's Compliance and Reporting Guidance (updated February 28, 2022).

Only expenditures incurred on or after March 3, 2021 are eligible for funding from this agreement. Funding from this agreement must be obligated by December 31, 2024 and expended by December 31, 2026.

ASSOCIATION reserves the right to modify timelines and reallocate unused NCAFCC Member funding at the discretion of the ASSOCIATION.

ASSOCIATION currently intends to redistribute funds not fully utilized by March 31, 2023 to other NCAFCC Members with eligible expenses through March 31, 2023, according to the funding methodology used in the original allocation distribution, with final grant reporting by July 15, 2023.

Federal Funding Accountability and Transparency Act (FFATA): Per 2 C.F.R 200.332(a)(1), as a pass-through entity, the North Carolina Department of Health and Human Services (NC DHHS) must report the following funding elements to the ASSOCIATION as any entity that receives these funds as a subrecipient, and the ASSOCIATION hereby reports the same to the NCAFCC Member (note: as used in this section, the ASSOCIATION is referenced as the Subrecipient of NC DHHS):

- Subrecipient Name: North Carolina Association of Free and Charitable Clinics, Inc.

- Subrecipient Unique Entity Identifier (formerly DUNS)¹: T4D5AEB8LUG9
- Federal Award Identification Number (FAIN): SLFRP0129
- Federal Award Date: May 18, 2021
- Period of Performance (Start and End Dates): To cover eligible costs incurred beginning March 3, 2021, and ending with costs incurred or obligated by December 31, 2024 and expended by December 31, 2026
- Amount of Federal Funds Obligated by this Action: \$15,000,000
- Total Amount of Federal Funds Obligated to the Subrecipient: \$15,000,000
- Total Amount of the Federal Award: \$2,719,654,846 in this award, of \$5,439,309,692 to North Carolina in ARPA/SFRF
- Federal Award Project Description: The Coronavirus State and Local Fiscal Recovery Fund, a part of the American Rescue Plan, delivers funds to state, local, and Tribal governments across the county to support their response to and recovery from the COVID-19 public health emergency.
- Federal Awarding Agency: US Department of the Treasury
- Assistance Listing Number (formerly CFDA): 21.027
- Assistance Listing Name: Coronavirus State and Local Fiscal Recovery Funds
- Research and Development: This award is not for research and development.
- Indirect Cost Rate: Subrecipient only may use funds for both direct and indirect costs.

Scope of work: Per S.L. 2021-180, funds under this agreement are to be used by NCAFCC Member to respond to the public health emergency. Per 2 C.F.R. 200, expenditures of NCAFCC Member must meet reasonable cost requirements.

Use of Funds: Funds may be used by NCAFCC Member for direct costs provided that NCAFCC Member shall not use any funds in excess of \$120,000.00 for the annual salary of any individual employee of NCAFCC Member. NCAFCC Member shall not charge any expenditures under this Agreement that are otherwise covered by or reimbursed pursuant to other sources of funding, including funding from other contracts between the ASSOCIATION and NCAFCC Member for the distribution of any local, state or federal funds.

NCAFCC Member agrees that directed financial assistance grants under this Agreement are for nonsectarian, nonreligious purposes only and the use of these funds must be in compliance with all state and federal laws. Pursuant to G.S. 143C-6-21, S.L. 2021-180, and the State's Cash Management Plan, nonrecurring funds appropriated as directed financial assistance grants are subject to all the following requirements:

(1) Directed financial assistance grants are subject to the provisions of subsections (b) through (k) of G.S. 143C-6-23.

(2) State Fiscal Recovery Funds shall be allocated on a quarterly basis from ORH to the ASSOCIATION unless the Office of State Budget and Management determines that cash flow or the nature of the program being funded requires otherwise.

(3) Notwithstanding any provision of G.S. 143C-1-2(b) to the contrary, State Fiscal Recovery Funds administered by the ASSOCIATION to its member clinics shall not revert at the end of each fiscal year of the 2021-2023 fiscal biennium but shall remain available to obligate by December 31, 2024 and expend by December 31, 2026 per federal guidance

¹ As of April 4, 2022, the federal government is no longer utilizing the DUNS number and is now using the Unique Entity Identifier (UEI). If you do not already have a UEI, you can obtain one via www.SAM.gov.

ATTACHMENT A GENERAL TERMS AND CONDITIONS

- A. The failure of either party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement, or to exercise any option or election herein, shall not be construed as a waiver of such terms, provisions, option or election in the future. No waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement are cumulative and in addition to the various remedies available in law or in equity.
- B. Choice of Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, are governed by the laws of North Carolina. NCAFCC Member, by signing this Agreement, agrees and submits, solely for matters related to this Agreement, 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.
- C. 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.

ASSOCIATION	NCAFCC Member
Contract Administrator: Allison Kelly Contract Administrator's Title: Grant Manager 1399 Ashleybrook Lane, Suite 110 Winston Salem, NC 27103-2961 Telephone: 336-251-1111 x 105 Email: allison@ncafcc.org	Contact's Name: Pamela Lough Contact's Title: Accounting Officer Recipient Name: Guilford County Tax ID Number: 56-6000305 Unique Entity Identifier (UEI): ² J9RHYN39XEA5 Street Address: 1203 Maple Street City, State, Zip Code: Greensboro NC 27405 Telephone: 336.641.3277 Email: plough@guilfordcountync.gov

- D. Availability of Funds. The parties to this contract agree and understand that the payment of the sums specified in this contract is contingent upon and subject to the availability of appropriated funds for this purpose, per G.S. 143C-6-8, and is contingent upon and subject to the award and distribution of those funds through NC DHHS to the ASSOCIATION.
- E. Precedence Among Contract Documents. In the event of a conflict between or among the terms of the Subaward Documents (Attachments A through O hereto), the terms in the Subaward 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 Subaward

² As of April 4, 2022, the federal government is no longer utilizing the DUNS number and is now using the Unique Entity Identifier (UEI). If you do not already have a UEI, you can obtain one via www.SAM.gov.

amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

- F. Federal Certifications. Individuals and organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. NCAFCC Member 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. The signature page for these Certifications shall be signed by the NCAFCC Member's authorized representative.
- G. Federal Funding Accountability and Transparency Act. To facilitate compliance with the Federal Funding Accountability and Transparency Act (FFATA), the NCAFCC Member shall provide required information to the ASSOCIATION as requested. NCAFCC Member shall also complete Attachment K (FFATA Data Reporting Requirements) and return with the signed contract.
- H. Payment Provisions. Upon execution of this contract, the NCAFCC Member may request reimbursement for eligible expenditures on a monthly basis and, upon approval by the ASSOCIATION, receive monthly or quarterly payments for reimbursement of eligible expenditures.
- I. Effective Period. This contract shall be effective on July 1, 2021 and funding shall terminate upon the earlier of (1) completion of all required activities, or (2) December 31, 2026. Termination of this Agreement shall not affect any affirmative obligation imposed upon NCAFCC Member.
- J. Administrative Costs. See paragraph titled "Use of Funds" on page 3 of this Agreement.
- K. Reversion of Funds. Any unexpended funds will revert to the ASSOCIATION upon termination of the contract or conclusion of the effective period, consistent with 09 NCAC 03M.
- L. NCAFCC Member 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.
- M. NCAFCC Member shall maintain its accounting records relating to the performance of the Services and the incurrence of eligible expenditures and this Agreement in accordance with generally accepted accounting procedures. Upon reasonable prior notice to NCAFCC Member, the ASSOCIATION and the Office of State Budget and Management, and NC DHHS may, during the term of this Agreement and for a period of up to six years following the expiration or termination for any reason of this Agreement, audit and copy such records.
- N. Antitrust Laws. This Agreement is entered into in compliance with all State and Federal Antitrust laws.
- O. Record Retention. NCAFCC Member is responsible for adhering to all state and federal requirements on record retention and any changes to state and federal requirements during the contract period. NCAFCC Member shall maintain all pertinent records for a period of at least six years after all funds have been expended or returned to US Treasury or until all audit exceptions have been resolved, whichever is longer.

- P. The ASSOCIATION, the State Auditor and Office of State Budget and Management shall have access to persons and records as a result of all contracts or State financial assistance 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 State financial assistance entered into by State agencies or political subdivisions.
- Q. Subcontracting and Assignment. NCAFCC Member is prohibited from assigning or subcontracting any work related to this Agreement without the prior written consent of the ASSOCIATION
- R. Either Party may, upon sixty (60) days prior written notice to the other party, terminate all funding requests or funding awards or reimbursements without cause.
- S. The ASSOCIATION may, by written notice, immediately terminate all or any portion of this Agreement or the Services for cause in any of the following circumstances:
- (1) NCAFCC Member breaches any obligation hereunder, or fails to make progress sufficient to assure performance of this Agreement or any of the Services;
 - (2) NCAFCC Member is adjudged insolvent or bankrupt; NCAFCC Member makes an assignment for the benefit of creditors; or the appointment of a receiver, liquidator or trustee of any of NCAFCC Member's property or assets.
 - (3) NCAFCC Member is no longer a Member of the ASSOCIATION for failure to pay annual dues after notice and opportunity to pay.
- T. Neither party shall be liable, or deemed to be in default, for any delay, interruption or failure in performance under this Agreement resulting directly or indirectly from acts of God, acts of civil or military authority; fires, floods; accidents, explosions, earthquakes, strikes or labor disputes, loss or interruption of electrical power or other public utility, or delays in transportation or any cause beyond its reasonable control.
- U. Reporting Requirements. Any award to or reimbursement to NCAFCC Member for financial assistance is 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, as well as the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements.

NCAFCC Member specifically acknowledges that, as a non-governmental grantee who receives a combined \$500,000 or more funds from all state agencies, it 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 Management, Compliance, and Consulting at <mailto:NCGrantsReporting@dhhs.nc.gov> within 9 months of the NCAFCC Member'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, 2 C.F.R Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.”

The ASSOCIATION encourages all of its member clinics, as 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.

For Reporting requirements of NCAFCC Member, see Attachment D.

- V. Reporting Templates. The Monthly, Quarterly and End of Year reporting templates included in Attachment D (Reporting Requirements and Templates) are subject to change during the contract period as state and federal requirements are amended.
- W. Additional Reporting Requirements. In addition to the Monthly, Quarterly and End of Year reports described above and included in Attachment D (Reporting Requirements and Templates), the North Carolina Pandemic Recovery Office (NCPRO) requires ongoing financial and programmatic reporting related to the use of these funds per S.L. 2021-180 and the US Treasury reporting requirements detailed in its Compliance and Reporting Guidance (updated February 28, 2022). NCAFCC Member agrees to provide monthly program and expenditure reports, quarterly performance reports, end of year reporting and any additional reports by the dates requested using templates provided by the NC DHHS and/or NCPRO, or as requested by the ASSOCIATION on behalf of NC DHHS or NCPRO.
- X. ASSOCIATION Reporting Requirements. Measures assessed within the NCAFCC Annual Outcomes Survey inform the overall performance measures required for this program. NCAFCC Member is required to complete all applicable Sections of the NCAFCC Annual Outcomes Survey for the years 2022 and 2023 (each completed in 2023 and 2024, respectively).
- Y. Monitoring and Evaluation. The ASSOCIATION shall monitor, evaluate, and provide guidance and direction to the NCAFCC Member in the conduct of Approved Services performed under this Agreement. The ASSOCIATION has the responsibility to determine whether the NCAFCC Member has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements, and shall monitor the activities of the NCAFCC Member to ensure that it has met such requirements. The ASSOCIATION may require the NCAFCC to take corrective action if deficiencies are found, and the NCAFCC Member agrees to take all correction action requested of it by the ASSOCIATION.
- Z. NCAFCC Member understands that if the use of funds by the NCAFCC Member is disallowed by the ASSOCIATION, NC DHHS, or any other federal or state agency, the NCAFCC Member shall return the amount of funds determined to be disallowed to the ASSOCIATION, upon its written request, in order that the ASSOCIATION may comply with its obligations.
- AA. Signature Warranty. The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.
- BB. Funds Management. The NCAFCC Member agrees that funds paid through this Agreement shall be accounted for in a separate fund and accounting structure within the NCAFCC Member’s central

accounting and grant management system. The NCAFCC Member agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with any funding to provided pursuant to this Agreement. If eligible, the NCAFCC Member 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 Agreement, pursuant to N.C.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 monthly, quarterly and year-end project status reports.

CC. No Guarantee. Nothing in this Agreement guarantees NCAFCC Member any funding. Reimbursement of eligible expenditures by ASSOCIATION to NCAFCC Member is conditioned upon NCAFCC Member's compliance with all of the terms and conditions of this Agreement, including reporting. ASSOCIATION may withhold reimbursement to NCAFCC Member, should NCAFCC Member fail to the comply with all of the terms and conditions of this Agreement. The ASSOCIATION further reserves the right to withhold, reduce, or delay disbursement if reimbursement requests or reports are not timely submitted, are incomplete, or do not include adequate documentation to permit the ASSOCIATION to verify the proper uses of the funds.

DD. Reversion of Unexpended Funds. Any funds distributed to NCAFCC Member that are unexpended shall revert to the ASSOCIATION.

Attestation of Pandemic Impact.

As required by the American Rescue Plan Act, in order to use funds for food programs, NCAFCC Member attests that it serves the following population:

(initial, if applicable) N/A **"IMPACTED"** – Low- or moderate-income households and communities are those with income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines.

As required by the American Rescue Plan Act, in order to use funds for social determinants of health services for community health workers or benefits navigators and other social determinants of health services, including efforts to promote health equity, NCAFCC Member attests that it serves the following population:

(initial, if applicable) N/A **"DISPROPORTIONATELY IMPACTED"** – Low-income households and communities are those with (i) income at or below 185% percent of the Federal Poverty Guidelines for the size of its household based on the most recently published poverty guidelines or (ii) residing in Qualified Census Tracts (QCTs).

Funds may not be used for either of these purposes without attestation of necessary impact.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

NC Association of Free and Charitable Clinics, Inc.

By: _____

Allison Kelly, Grant Manager

Date

Full Corporate Legal Name of NCAFCC Member: Guilford County

Michael Halford, County Manager
Name and Title of Organization Official

Signature of Organization Official

Date

ATTACHMENT B

SCOPE OF WORK and PERFORMANCE METRICS

Services, Objectives and Expected Results

NCAFCC Member Name:	Guilford County Medication Assistance Program
Project/Activity Title:	Directed Financial Assistance Award – State Fiscal Recovery Funds
Period Covered:	July 1, 2021 through December 31, 2026

Financial Assistance Award (\$15,000,000) to ASSOCIATION. Per S.L. 2021-180, funds under this agreement are to be used for the North Carolina Association of Free and Charitable Clinics to respond to the public health emergency by supporting its member clinics. In compliance with the requirements of G.S. 143C-6-23, the following is a description of activities and accomplishments to be undertaken by our organization using the provided funding:

As described on page 1 of the contract, this award is administered and reported under Expenditure Category 6.1 – Revenue Replacement: Provision of Government Services - under US Treasury’s Compliance and Reporting Guidance (updated February 28,2022).

Recipient (NCAFCC) hereby intends to support the Members of the North Carolina Association of Free & Charitable Clinics’ (NCAFCC) public health response to the COVID-19 public health emergency, as well as recover from the negative economic impacts and health consequences caused by the pandemic.

NCAFCC and its membership serves uninsured, under-insured, and under-served patients across North Carolina. Reimbursement will occur from a designated allocation for each Member organization as defined by NCAFCC’s funding methodology for COVID-19-related expenses and as outlined in the US Treasury SLFRF Final Rule Overview for: COVID-19 mitigation and prevention; employee and contracted staff expenses for public health and other staff responding to COVID-19; medical expenses; behavioral health care; responding to negative economic impacts, household assistance including food programs; and services to disproportionately impacted communities, specifically, social determinant of health services for community health workers or benefits navigators and other related social determinant of health services including efforts to promote health equity.

Define the types of programs, services, and/or activities supported by these funds.

Per Section Y on page 7, NCAFCC will provide funding for Approved Services in accordance with applicable laws, regulations, including federal audit requirements and agreements, which includes the following:

- 1) Free and charitable care for uninsured and underserved patients including primary care, dental care, behavioral health care, pharmacy and social services during the COVID-19 pandemic and as a mechanism for recovery from the negative economic and health consequences of the COVID-19 pandemic through reimbursement of Member clinic staffing expenses (including employee expenses for payroll and benefits costs incurred by employer and contracted staff labor) for all Member organization staff, as they are substantially dedicated to responding to, mitigating and recovering from the public health emergency and the negative economic factors caused by COVID-19. *(ARPA Eligibility Categories: Employee expenses for public health and other staff responding to COVID-19, medical expenses, behavioral health care, responding to negative economic impacts, aid to nonprofit organizations experiencing negative economic impacts and/or disproportionate impact from the pandemic).*
- 2) COVID-19 testing, vaccination, contact tracing and patient care and education at Member organizations to decrease the spread and impact of COVID-19. *(ARPA Eligibility Categories: COVID-19 mitigation and prevention, and services to disproportionately impacted communities, specifically, social determinant of health services for community health workers or benefits navigators and other related social determinant of health services including efforts to promote health equity).*
- 3) Management of acute and chronic COVID-19 care, as well as managing disease states that put patients at higher risk of serious complications from COVID-19 and helping patients recover from negative health consequences of the pandemic due to avoidance of care and/or long-term consequences of COVID-19 infection. *(ARPA Eligibility Categories: COVID-19 mitigation and prevention; medical expenses; behavioral health care; responding to negative economic impacts, household assistance including food programs, and aid to Member clinics experiencing negative economic impacts and/or disproportionate impacts from the pandemic.)*
- 4) Addressing social determinants of health and disease states that contribute to COVID-19 risk and severe outcomes. *(ARPA Eligibility Categories: services to disproportionately impacted communities, specifically, social determinant of health services for community health workers or benefits navigators and other related social determinant of health services including efforts to promote health equity).*
- 5) COVID-19 response- and recovery-related services, goods, and equipment to continue to respond to the COVID-19 emergency, as well as a mechanism for recovery from the pandemic. *(ARPA Eligibility Categories: COVID-19 mitigation and prevention; employee expenses for public health and other staff responding to COVID-19; medical expenses; behavioral health care; responding to negative economic impacts, household assistance including food programs; and services to disproportionately impacted communities, specifically, social determinant of health services for community health workers or benefits navigators and other related social determinant of health services including efforts to promote health equity; and aid to Member clinics experiencing negative economic impacts and/or disproportionate impacts from the pandemic.)*

The following expenses are NOT ELIGIBLE and no funds shall be used for the following purposes:

- 1) Offset a reduction in net tax revenue: States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation, or administrative interpretation beginning on March 3, 2021, through the last day of the fiscal year in which the funds provided have been spent. (No taxes can be included on expenses applied to grant).
- 2) No recipients except Tribal governments may use this funding to make a deposit to a pension fund.
- 3) No debt service or replenishing financial reserves. Since SLFRF funds are intended to be used prospectively, recipients may not use SLFRF funds for debt service or replenishing financial reserves (e.g., rainy day funds).
- 4) No satisfaction of settlements and judgments. Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding is itself not an eligible use. However, if a settlement requires the recipient to provide services or incur other costs that are an eligible use of SLFRF funds, SLFRF may be used for those costs.
- 5) SLFRF funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (e.g., uses of funds that undermine COVID-19 mitigation practices in line with CDC guidance and recommendations) and may not be used in violation of the Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance. Other applicable laws and regulations, outside of SLFRF program requirements, may also apply (e.g., laws around procurement, contracting, conflicts-of-interest, environmental standards, or civil rights).
- 6) No more than one hundred twenty thousand dollars (\$120,000) in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of a nonprofit organization.
- 7) SLFRF funds may not be used as the nonfederal share for purposes of a state's Medicaid and CHIP programs because the Office of Management and Budget has approved a waiver as requested by the Centers for Medicare & Medicaid Services pursuant to 2 CFR 200.102 of the Uniform Guidance and related regulations. SLFRF funds beyond those that are available under the revenue loss eligible use category may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute.
- 8) Expenses which have been paid for by any other funding source, or expenses which have submitted for reimbursement or as documentation of services provided to any other funding source, including patient fee collection, grants, and/or other local, state or federal funding sources, including Medicaid reimbursements, etc.
- 9) Bonuses and/or hazard pay for any employee or contractor.
- 10) Funds may not be used for capital investments or capital expenditures except to the extent that it is used for medical, dental, pharmacy or social services equipment or technology to permit patient care and/or telehealth.
- 11) Any other expense determined by the Association to be ineligible at the Association's discretion.

Define the population(s) that will be served by or that will benefit from the programs, services, and/or activities supported by these funds.

NCAFCC is comprised of 72 members with 90 sites serving uninsured and underserved patients in 85 of North Carolina's 100 counties. These members are part of a network that is delivering quality care and improving the health and well-being of patients who are uninsured and underinsured in North Carolina. NCAFCC and its Members primarily serve individuals who have been disproportionately impacted by the pandemic, as the primary populations served by our clinics and pharmacies are low-income, uninsured and underserved individuals and families. Since Member organizations are also nonprofits and a disproportionately impacted sector, they have experienced direct, negative economic impacts during the COVID-19 pandemic too.

Define the deliverables, outputs, and outcomes that demonstrate the impact and effectiveness of the programs, services, and/or activities supported by these funds.

Deliverables/Performance Measures:

- 1) Active patient population (total number of unduplicated patients at the time of reporting)
 - 2) Total number of established patients served in the monthly reporting period
 - 3) Total number of new patients served in the monthly reporting period
 - 4) Total doses of COVID-19 vaccines administered by clinic in the monthly reporting period
 - 5) Total number of patients served with newly confirmed COVID-19 in the monthly reporting period
 - 6) Total number of patient deaths due to COVID-19 in the monthly reporting period.
 - 7) Total number of patients managed, where the patient's disease states put them at higher risk of serious implications from COVID-19 (hypertension and/or diabetes, among other conditions) on end of year reporting.
 - 8) NCAFCC Annual Outcomes Surveys for 2021, 2022, 2023 (reports will be available in June 2022, June 2023, June 2024, respectively) on end of year reporting.
- Total patients served by race/ethnicity
 - Total medical/dental/behavioral health visits
 - Diabetes control by race/ethnicity (if applicable to Member based on diagnosis and treatment, as defined in Annual Survey methodology)
 - Hypertension control by race/ethnicity (if applicable to Member based on diagnosis and treatment, as defined in Annual Survey methodology)

Outputs:

- 1) Uninsured and underserved patients in NC will have necessary health care provided at no cost or minimal cost to them during and after the COVID-19 pandemic, including primary care, dental care, behavioral health care, pharmacy and social services.
- 2) Hospital diversion- uninsured patients will receive care at free and charitable clinics, ensuring hospitals remain open to serve critically ill patients.
- 3) Providing essential workers who may not have health coverage with a primary care home and other necessary health care services, as described in outputs number 1 above.
- 4) Mitigation and prevention of COVID-19, management of acute and chronic COVID-19 care, managing disease states that put patients at higher risk of serious complications from COVID-19 and helping patients recover from negative health consequences of the pandemic due to avoidance of care and/or long-term consequences of COVID-19 infection.
- 5) COVID-19 related supplies and equipment to continue to respond to the COVID-19 emergency as well as recover from the pandemic.
- 6) Increase in behavioral health visits to respond to mental health crisis caused by the pandemic.

Outcomes/Expected Results:

- 1) Sustainability of Member organizations' ability to continue to provide free and charitable care in their communities and recover from negative economic impact from the pandemic by supporting public health employee costs (payroll and benefits), as measured by the number of NCAFCC members at baseline and at the end of the contract term.
- 2) Growth in total active patient population for NCAFCC membership to address the growing uninsured crisis.
- 3) Greater diversity in race/ethnicity of patients served to contribute to health equity efforts and the disproportionate impact of COVID-19 on communities of color.
- 4) Improved health outcomes for diabetes/hypertension, as measured by diabetes and hypertension outcomes at baseline and the end of the contract term.
- 5) Decrease in confirmed COVID-19 cases and deaths over time.

- 6) Necessary employment at Member organizations, as applicable, to address growing uninsured capacity needs and loss of volunteers as a mechanism for recovery from the negative economic effects from the pandemic, as measured by the number of full time and part time employees at baseline and at the end of the contract term.
- 7) Attempting to rebuild volunteer base to recover from the negative economic impact from the pandemic, as measured by number of volunteers and volunteer hours worked at baseline and the end of the contract term.

ATTACHMENT D

REPORTING REQUIREMENTS & TEMPLATES

Reporting Requirements: Any award or reimbursement pursuant to this Agreement for financial assistance is 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, as well as the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements.

A non-governmental grantee like NCAFCC Member who receives a combined \$500,000 or more funds from all state agencies 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 Management, Compliance, and Consulting at NCGrantsReporting@dhhs.nc.gov and to the Contract Administrator at NCAFCC within 9 months of the grantee's fiscal year end.

The ASSOCIATION encourages all of its members 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.

NCAFCC Member shall adhere to the reporting requirements of 09 NCAC 03M.205 and any additional reporting requirements requested by the ASSOCIATION.

(1) Monthly and Quarterly Reports:

Report Template A – Quarterly Status Report and Monthly Status Report

(2) End of Year Report:

Report Template B – State Grant Compliance Reporting

Report Template C – Schedule of Receipts and Expenditures

Report Template D – Program Activities and Accomplishment

- (3) Reporting Timeframes and Due Dates: Monthly reports are due to be submitted by NCAFCC Member to the ASSOCIATION not later than the 7th day of the month following the end of prior month's reporting period. Quarterly reports are due to be submitted by NCAFCC Member to the ASSOCIATION not later than the 7th day of the month following the end of prior quarter's reporting period. Yearly reports are due to be submitted by NCAFCC Member to the ASSOCIATION not later than the 7th day of the month following the end of prior year's reporting period.

STATUTE REFERENCES:

N.C. General Statute § 143C-6-21-23. State Grant Funds: Administration; Oversight and Reporting Requirements.

§ 143C-6-21. Payments to nonprofits. Except as otherwise provided by law, an annual appropriation of one hundred thousand dollars (\$100,000) or less to or for the use of a nonprofit corporation may be made in a single annual payment, in the discretion of the Director of the Budget. An annual appropriation of more than one hundred thousand dollars (\$100,000) to or for the use of a nonprofit corporation shall be made in quarterly or monthly payments, in the discretion of the Director of the Budget. (2006-203, s. 3; 2013-360, s. 6.12(o).)

§ 143C-6-22. Use of State funds by non-State entities. (a) Disbursement and Use of State Funds. - Every non-State entity that receives, uses, or expends any State funds shall use or expend the funds only for the purposes for which they were appropriated by the General Assembly. State funds include federal funds that flow through the State Treasury. (b) Compliance by Non-State Entities. - If the Director of the Budget finds that a non-State entity has spent or encumbered State funds for an unauthorized purpose, or fails to submit or falsifies the information required by G.S. 143C-6-23 or any other provision of law, the Director shall take appropriate administrative action to ensure that no further irregularities or violations of law occur and shall report to the Attorney General any facts that pertain to an apparent violation of a criminal law or an apparent instance of malfeasance, misfeasance, or nonfeasance in connection with the use of State funds. Appropriate administrative action may include suspending or withholding the disbursement of State funds and recovering State funds previously disbursed. (c) Civil Actions. - Civil actions to recover State funds or to obtain other mandatory orders in the name of the State on relation of the Attorney General, or in the name of the Office of State Budget and Management, shall be filed in the General Court of Justice in Wake County. (2006-203, s. 3.)

§ 143C-6-23. State grant funds: administration; oversight and reporting requirements.

(a) Definitions. – The following definitions apply in this section:

- (1) Grant or grant funds. – State funds disbursed as a grant by a State agency; however, the terms do not include any payment made by the Medicaid program, the State Health Plan for Teachers and State Employees, or other similar medical programs.
- (2) Grantee. – A non-State entity that receives State funds as a grant from a State agency but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (3) Encumbrance. – A financial obligation created by a purchase order, contract, salary commitment, unearned or prepaid collections for services provided, or other legally binding agreement. A financial obligation is not an encumbrance for purposes of this section unless it (i) is in writing and has been signed by a person or entity who has authority to legally bind the grantee or subgrantee to spend the funds or (ii) was created by the provision of goods or services to the grantee or subgrantee by a third party under circumstances that create a legally binding obligation to pay for the goods or services.
- (4) Subgrantee. – A non-State entity that receives State funds as a grant from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(b) Conflict of Interest Policy. – Every grantee shall file with the State agency disbursing funds to the grantee a copy of that grantee's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the disbursing State agency may disburse the grant funds.

(c) No Overdue Tax Debts. – Every grantee shall file with the State agency or department disbursing funds to the grantee a written statement completed by that grantee's board of directors or other governing body stating

that the grantee does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, State, or local level. The written statement shall be made under oath and shall be filed before the disbursing State agency or department may disburse the grant funds. A person who makes a false statement in violation of this subsection is guilty of a criminal offense punishable as provided by G.S. 143C-10-1.

(d) Office of State Budget Rules Must Require Uniform Administration of State Grants. – The Office of State Budget and Management shall adopt rules to ensure the uniform administration of State grants by all grantor State agencies and grantees or subgrantees. The Office of State Budget and Management shall consult with the Office of the State Auditor and the Attorney General in establishing the rules required by this subsection. The rules shall establish policies and procedures for disbursements of State grants and for State agency oversight, monitoring, and evaluation of grantees and subgrantees. The policies and procedures shall:

- (1) Ensure that the purpose and reporting requirements of each grant are specified to the grantee.
- (2) Ensure that grantees specify the purpose and reporting requirements for grants made to subgrantees.
- (3) Ensure that State funds are spent in accordance with the purposes for which they were granted.
- (4) Hold the grantees and subgrantees accountable for the legal and appropriate expenditure of grant funds.
- (5) Provide for adequate oversight and monitoring to prevent the misuse of grant funds. These policies shall require each grantee and subgrantee to ensure that, for accounting purposes, State funds and interest earned on those funds remain separate and apart from other funds in the possession or control of the grantee or subgrantee.
- (6) Establish mandatory periodic reporting requirements for grantees and subgrantees, including methods of reporting, to provide financial and program performance information. The mandatory periodic reporting requirements shall require grantees and subgrantees to file with the State Auditor copies of reports and statements that are filed with State agencies pursuant to this subsection. Compliance with the mandatory periodic reporting requirements of this subdivision shall not require grantees and subgrantees to file with the State Auditor the information described in subsections (b) and (c) of this section.
- (7) Require grantees and subgrantees to maintain reports, records, and other information to properly account for the expenditure of all grant funds and to make such reports, records, and other information available to the grantor State agency for oversight, monitoring, and evaluation purposes.
- (8) Require grantees and subgrantees to ensure that work papers in the possession of their auditors are available to the State Auditor for the purposes set out in subsection (i) of this section.
- (9) Require grantees to be responsible for managing and monitoring each project, program, or activity supported by grant funds and each subgrantee project, program, or activity supported by grant funds.
- (10) Provide procedures for the suspension of further disbursements or use of grant funds for noncompliance with these rules or other inappropriate use of the funds.
- (11) Provide procedures for use in appropriate circumstances for reinstatement of disbursements that have been suspended for noncompliance with these rules or other inappropriate use of grant funds.
- (12) Provide procedures for the recovery and return to the grantor State agency of unexpended grant funds from a grantee or subgrantee (i) in accordance with subsection (f1) of this section or (ii) in the event that the grantee or subgrantee is unable to fulfill the purposes of the grant for a reason not set forth in that subsection.

(d1) Required Grant Terms. – The terms of each grant shall include all of the following, which shall be deemed a part of the grant:

- (1) The limitation contained in G.S. 143C-6-8 concerning the availability of appropriated funds.
- (2) The relevant provisions of any legislation authorizing or governing the administration of the grant.
- (3) The terms of this section.

(e) Rules Are Subject to the Administrative Procedure Act. – Notwithstanding the provisions of G.S. 150B-2(8a)b. rules adopted pursuant to subsection (d) of this section are subject to the provisions of Chapter 150B of the General Statutes.

(f) Suspension and Recovery of Funds to Grant Recipients for Noncompliance. – The Office of State Budget and Management, after consultation with the administering State agency, shall have the power to suspend

disbursement of grant funds to grantees or subgrantees, to prevent further use of grant funds already disbursed, and to recover grant funds already disbursed for noncompliance with rules adopted pursuant to subsection (d) of this section. If the grant funds are a pass-through of funds granted by an agency of the United States, then the Office of State Budget and Management must consult with the granting agency of the United States and the State agency that is the recipient of the pass-through funds prior to taking the actions authorized by this subsection.

(f1) Return of Grant Funds. – Except as otherwise required by federal law, a grantee or subgrantee shall return to the State all affected grant funds and interest earned on those funds if any of the following occurs:

(1) The funds are in the possession or control of a grantee and are not expended, made subject to an encumbrance, or disbursed to a subgrantee by August 31 immediately following the fiscal year in which the funds are appropriated by the General Assembly, or a different period set forth in the terms of the applicable appropriation or federal grant.

(2) The funds remain unexpended at the time that the grantee or subgrantee dissolves, ceases operations, or otherwise indicates that it does not intend to spend the funds.

(3) The Office of State Budget and Management seeks to recover the funds pursuant to subsection (f) of this section.

(f2) Use of Returned Grant Funds. – Encumbered funds returned to the State pursuant to subsection (f1) of this section by a grantee or subgrantee shall upon appropriation by the General Assembly be spent in accordance with the terms of the encumbrance. All other funds returned to the State by a grantee or subgrantee pursuant to subsection (f1) of this section shall be credited to the fund from which they were appropriated and shall remain unexpended and unencumbered until appropriated by the General Assembly. Nothing in this section shall be construed to authorize an expenditure pursuant to an unlawful encumbrance or in a manner that would violate the terms of the appropriation of the grant funds at issue.

(g) Audit Oversight. – The State Auditor has audit oversight, with respect to grant funds received by the grantee or subgrantee, pursuant to Article 5A of Chapter 147 of the General Statutes, of every grantee or subgrantee that receives, uses, or expends grant funds. A grantee or subgrantee must, upon request, furnish to the State Auditor for audit all books, records, and other information necessary for the State Auditor to account fully for the use and expenditure of grant funds received by the grantee or subgrantee. The grantee or subgrantee must furnish any additional financial or budgetary information requested by the State Auditor, including audit work papers in the possession of any auditor of a grantee or subgrantee directly related to the use and expenditure of grant funds.

(h) Report on Grant Recipients That Failed to Comply. – Not later than May 1, 2007, and by May 1 of every succeeding year, the Office of State Budget and Management shall report to the Joint Legislative Commission on Governmental Operations and the Fiscal Research Division on all grantees or subgrantees that failed to comply with this section with respect to grant funds received in the prior fiscal year.

(i) State Agencies to Submit Grant List to Auditor. – No later than October 1 of each year, each State agency shall submit a list to the State Auditor, in the format prescribed by the State Auditor, of every grantee to which the agency disbursed grant funds in the prior fiscal year. The list shall include the amount disbursed to each grantee and other information as required by the State Auditor to comply with the requirements of this section.

(j) Use of Interest Earned on Grant Funds. – Except as otherwise required by federal law or the terms of a federal grant, interest earned on grant funds after receipt of the funds by a grantee or subgrantee shall be credited to the grantee or subgrantee and shall be used for the same purposes for which the grant or subgrant was made.

(k) Reporting by Grantees and Subgrantees That Cease Operations. – A grantee or subgrantee that intends to dissolve or cease operations shall report that decision in writing to the Office of State Budget and Management and to the Fiscal Research Division at least 30 days prior to taking that action. (2006-203, s. 3; 2007-323, s. 28.22A(o); 2007-345, s. 12; 2014-100, s. 6.5(a); 2015-264, s. 21.)

STATE REGULATION REFERENCE:

09 NCAC 03M .0205 Minimum Reporting Requirements for Recipients and Subrecipients.

(a) For the purposes of this Subchapter, there are three reporting levels established for recipients and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources. The reporting levels are:

- (1) Level I – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- (2) Level II - A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- (3) Level III – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

(b) Agencies shall establish reporting requirements for recipients that meet the following reporting standards on an annual basis:

- (1) All recipients and subrecipients shall provide a certification that State financial assistance received or, held was used for the purposes for which it was awarded.
- (2) All recipients and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
- (3) Level II and III recipients and subrecipients shall report on activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- (4) Level III recipients and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

(c) All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine months after the end of the recipient's fiscal year.

(d) Agency-established reporting requirements to meet the standards set forth in Paragraph (b) of this Rule shall be specified in each recipient's contract.

(e) 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, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

(f) Notwithstanding the provisions of this Subchapter, a recipient may satisfy the reporting requirements of Subparagraph (b)(4) of this Rule by submitting a copy of the report required under federal law with respect to the same funds.

For notification purposes only, DO NOT complete reporting forms during contracting.

MONTHLY/QUARTERLY STATUS REPORT

Report Template A: Please use this reporting template for each of the reports

NCAFCC Member Name:	
NCAFCC Member Tax ID #	
Project/Activity Title:	
Reporting Period (Quarter):	
Reporting Period (Monthly):	
NCAFCC Member's Fiscal Year End:	
Report Completion Date:	
Preparer of This Report:	
1. Provide a brief description of the entity's mission, purpose, and governance structure.	
2. Provide a brief description of the types of programs, services, and activities supported by these funds.	

3. Provide the number of persons served by the programs, services, and activities supported by these funds, including the counties in which services are provided.

4. Provide a summary of deliverables, outputs, and outcomes that demonstrate the impact and effectiveness of the programs, services, and activities supported by these funds.

5. Have there been any significant changes to the intended goals, Scope of Work, and/or planned budget during this reporting period? If so, please provide an explanation here.

6. Provide any other pertinent information about the progress of the programs, services, and activities supported by these funds.

7. Provide a summary of expenditures during the reporting period.

<u>Expenditure Category</u>	<u>Amount of Expenditure</u>
Employee Expenses (e.g. program related staffing):	\$
Services/Contract Expenses (e.g. utilities, phone, lease):	\$
Goods Expenses (e.g. supplies and equipment):	\$
Other Expenses (Specify):	\$
Total Expenses:	\$

8. Provide a summary of year-to-date expenditures through the end of the current reporting period. The total expenditures on this table should equal the cumulative expenditures from all completed reports to date.

<u>Expenditure Category</u>	<u>Amount of Expenditure</u>
Employee Expenses (e.g. program related staffing):	\$
Services/Contract Expenses (e.g. utilities, phone, lease):	\$
Goods Expenses (e.g. supplies and equipment):	\$
Other Expenses (Specify):	\$
Total Expenses:	\$

If there are any questions, please contact the ASSOCIATION's Contract Administrator.

STATE GRANT COMPLIANCE REPORTING

Report Template B: Please use this reporting template for the END OF YEAR report

1. Organization:	
Organization Name:	
Organization Tax ID #:	
Project/Activity Title:	
Reporting Period:	July 1, 2021 through June 30, 2022
Organization Fiscal Year End:	
Mailing Address (street, city, state, zip code):	
Phone Number (area code + number):	
Fax Number (area code + number):	
Contact Person:	
Contact Person Title:	
E-Mail Address:	

2. Preparer: [PLEASE INDICATE WHO PREPARED THIS INFORMATION BY CHECKING]	<input type="checkbox"/> Employee	<input type="checkbox"/> CPA/Accountant
Name of Preparer:		
Phone Number:		

3. Please provide a list of the Organization's Board Members. [ADD ADDITIONAL PAGES, IF NEEDED]	
Name of Board Member	Board Member Title

4. What restrictions are placed upon the grant by the grant award document? If the grant award document does not identify specific restrictions, please identify the intended use of the grant funds as included in the award document.			
Restrictions: <u>grant funds are for eligible expenditures</u>			
5. Does the organization have a Conflict of Interest policy?	<input type="checkbox"/>	yes	<input type="checkbox"/> no
6. Is the organization a for profit entity?	<input type="checkbox"/>	yes	<input checked="" type="checkbox"/> x no

7.									

8. Program Activities and Accomplishments:
NCAFCC Member must complete and submit a separate Program Activities and Accomplishments Report, detailing the program name, the original goals of each program, and a brief narrative of program accomplishments for each funded program. This information is required of all recipients of state funding in an amount greater than or equal to \$25,000.

SCHEDULE OF RECEIPTS AND EXPENDITURES

Report Template C: Please use this reporting template for the END OF YEAR report

9. Organization:	
Organization Name:	
Organization Tax ID#:	
Organization Fiscal Year End:	
Mailing Address (street, city, state, zip code):	
Phone Number (area code + number):	
Fax Number (area code + number):	
Contact Person:	
Contact Person Title:	
E-Mail Address:	

a. Receipts		
Funding State Agency	Grant Title	Total Receipts
b. Expenditures		
Category	Dollar Amount	
Personnel		
Contracted Services		
(a)Total Personnel/Contracted Srves Costs:		
Office Supplies & Materials		
Service-Related Supplies		
(b)Total Supplies & Material Costs:		
Travel	NOT ELIGIBLE	
Communications & Postage		
Utilities	NOT ELIGIBLE	
Printing & Binding		
Repair & Maintenance		
Meeting/Conference Expense	NOT ELIGIBLE	
Employee Training (no travel)		
Classified Advertising	NOT ELIGIBLE	
In-State Board Meeting Expenses	NOT ELIGIBLE	
(c)Total Non-Fixed Operating Expense:		
Office Rent (Land, Buildings, etc.)	NOT ELIGIBLE	
Furniture Rental	NOT ELIGIBLE	
Equipment Rental (Phones, Computers, etc.)		
Vehicle Rental	NOT ELIGIBLE	
Dues & Subscriptions		
Insurance & Bonding	NOT ELIGIBLE	

Books/Library Reference Materials	NOT ELIGIBLE
Mortgage Principal, Interest and Bank Fees	NOT ELIGIBLE
(d)Total Fixed Charges & Other Expenses:	
Buildings & Improvements	NOT ELIGIBLE
Leasehold Improvements	NOT ELIGIBLE
Non-Computer Equip., \$500+ per item	
Computer Equipment/Printers, \$500+ per item	
Equip., under \$500 per item	
(e)Total Property & Equipment Outlay:	
Purchase of Services	
Contracts with Service Providers	
Stipends/Scholarships/Bonuses/Grants	NOT ELIGIBLE
(f)Total Services/Contracts:	
Food	
Other (provide description here):	
Other (provide description here):	
Other (provide description here):	
Other (provide description here):	
(g)Total Other Expenses:	
Total Expenditures (sum a through g)	

NOTE: If total receipts, expenditures, beginning or ending unexpended grant balance available for expenditures is \$500,000 or more, an audit is required *by G.S. 143C-6-23*.

If there are any questions, please contact the Contract Administrator.

PROGRAM ACTIVITIES AND ACCOMPLISHMENTS REPORT

Report Template D: Please use this reporting template for the END OF YEAR report

NCAFCC Member Name:	
NCAFCC Member Tax ID #	
Project/Activity Title:	
NCAFCC Member's Fiscal Year End:	
Report Completion Date:	
Preparer of This Report:	
1. What were the original goals and expectations for the activity supported by this grant?	
2. If applicable, how have those goals and expectations been revised or refined during the course of the project?	
3. What has the activity accomplished with these grant funds? Please include specific information including facts and statistics to support conclusions and judgments about the activity's impact.	

4. If the activity is a continuing one, briefly summarize future plans and funding prospects.

If there are any questions, please contact the Contract Administrator.

NCAFCC SFRF REIMBURSEMENT REQUEST FORM
NORTH CAROLINA ASSOCIATION OF FREE AND CHARITABLE CLINICS, INC.
To be submitted with SFRF monthly reporting for reimbursement.

I. Recipient Information *(Make sure information is complete & accurate)*

- A. Recipient (NCAFCC Member):
B. Address: *(Complete Mailing, including suite if applicable)*
C. City: _____ State: NC Zip Code: _____
D. Contact's Name: _____
Position in Organization: _____
E. Phone No: (____) ____ - ____
F. Kind of Organization: 501(c)(3) tax-exempt nonprofit corporation
G. Purpose:

II. Payment Allocation

- A. Total Award Amount: \$ _____
B. Amount Requested This Payment: \$ _____
C. Amount Requested to Date: \$ _____
D. Payment Balance: \$ _____

The NCAFCC Member hereby intends to **respond to the COVID-19 public health emergency, as well as recover from the negative economic impacts and health consequences caused by the pandemic.**

III. Reporting Period: _____

V. Certification: *Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures will be properly documented, and will be valid expenditures of actual receipts; and that the financial assistance will be in full compliance with NCAFCC Member Agreement and G.S. 143C-6-21 through G.S. 143C-6-23.*

NCAFCC Member's Fiscal Officer or Other Official

Printed Name

Date

ATTACHMENT F
STATE GRANT CERTIFICATION-NO OVERDUE TAX DEBTS

Instructions: NCAFCC Member shall complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas.

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.

Guilford County

[Date of Certification (mm/dd/yyyy)]

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the Guilford County 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:

Melvin "Skip" Alston and Michael Halford being duly sworn, say that we are the Board Chair and the County Manager], respectively, of Guilford County] of Greensboro in the State of North Carolina; 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.

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."

ATTACHMENT G STATE CERTIFICATIONS

Certifications Required by North Carolina Law

Instructions: **As used in this Attachment, the term "Contractor" shall mean and refer to the NCAFCC Member. Note that Certification 3.b. below requires an affirmative selection of your response.** The person who signs this document on behalf of the NCAFCC Member 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):
<https://ethics.nc.gov/media/242/download?attachment>
- 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.

Contractor's
(NCAFCC Member)
Name: _____

Contractor's
Authorized Agent: Signature _____ Date _____

Printed Name _____ Title _____

Witness: Signature _____ Date _____

Printed Name _____ Title _____

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

Note: References to the "Contractor" in Attachment G are references to the NCAFCC Member.

**ATTACHMENT H
CONFLICT OF INTEREST ACKNOWLEDGEMENT**

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.

NCAFCC Member Name:

Name and Title of Organization Official

Signature of Organization Official

Date

ATTACHMENT I

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/recipients, 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 recipient where, to his knowledge, any of the following has a financial interest in that purchase or contract:

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

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

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

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

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

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

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

NCAFCC Member should, EITHER:

- 1) Provide organizational approval of the aforementioned, provided Conflict of Interest Policy:

NCAFCC Member Name:

Name and Title of Organization Official

Signature of Organization Official

Date

OR

- 2) Provide copy of existing NCAFCC Member Conflict of Interest Policy with Name and Title of Organization Official, Signature of Organization Official and Date with this contract.

ATTACHMENT J
CONFLICT OF INTEREST VERIFICATION FORM (ANNUAL)

We, the undersigned entity, hereby testify that our Organization's Conflict of Interest Acknowledgement and Policy adopted by the Board of Directors/Trustees or other governing body, is on file with the North Carolina Association of Free and Charitable Clinics, Inc. . If any changes are made to the Conflict of Interest Policy, we will submit a new Conflict of Interest Acknowledgment and Policy to the North Carolina Association of Free and Charitable Clinics, Inc.

<hr/>	
Name of Organization	
<hr/>	
NCAFCC Member's Authorized Agent	Date
<hr/>	
Printed Name of NCAFCC Member's Authorized Agent	Title
<hr/>	
Signature of Witness	Date
<hr/>	
Printed Name of Witness	Title

ATTACHMENT K FEDERAL CERTIFICATIONS

NOTE: For purposes of this Attachment, the NCAFCC Member is the “Contractor” referred to below. Also note that item (d) requires an affirmative selection and response.

The undersigned states that:

- (a) He or she is the duly authorized representative of the Contractor named below;
- (b) 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;
- (c) He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;

(d) [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.

- (e) The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Title

NCAFCC Member Name

Date

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

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color

or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

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

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street

City, State, Zip Code

Street

City, State, Zip Code

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

III. Certification Regarding Environmental Tobacco Smoke

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

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

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

Instructions

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

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

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

V. Certification Regarding Lobbying

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

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

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.

1. Identify the status of the covered Federal action.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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."
8. 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.

9. (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).
10. 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.
11. 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.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. 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.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. 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

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

ATTACHMENT L
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
DATA REPORTING REQUIREMENT

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 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 information about SAM)

Entity's Unique Entity Identifier (formerly DUNS)³ _____

Entity's Parent's Unique Entity Identifier (formerly DUNS)
(if applicable) _____

Entity's Location

Street Address _____

City/State/Zip+4 _____

County _____

Primary Place of Performance for Specified Contract

☐ Check here if the address is the same as the Entity's Location

Street Address _____

City/State/Zip+4 _____

County _____

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

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

³ As of April 4, 2022, the federal government is no longer utilizing the DUNS number and is now using the Unique Entity Identifier (UEI). If you do not already have a UEI, you can obtain one via www.SAM.gov.

ATTACHMENT M
NC SUBSTITUTE W-9 (RECIPIENT TO ATTACH)

Form available here:

https://files.nc.gov/ncosc/documents/NCAS_forms/State_of_North_Carolina_Sub_W-9_01292019.pdf

ATTACHMENT N
IRS TAX EXEMPTION LETTER (RECIPIENT TO ATTACH)

ATTACHMENT O
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 Association of Free and Charitable Clinics, Inc. and is still in effect.

Name of NCAFCC Member/Agency _____

Chairman, Executive Director, or other Authorized Official

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

Notary Public

My Commission expires: _____