

HEALTHIER TOGETHER REQUEST FOR PROPOSALS

NC Counts Coalition invites organizations that are committed to ensuring equitable COVID-19 vaccine distribution to apply for grants in the range of \$5,000-\$20,000 for individual organizations. Collaborative proposals for larger amounts will be considered up to \$50,000. Funds will support plans to support NC communities that experience health inequities and to ensure that individuals from specific historically marginalized populations are able to access vaccines in their areas. In the spring of 2021, up to \$500,000 will be disbursed for short-term vaccine equity efforts through August 31, 2021.

Section 1. Introduction and Background

Healthier Together: Health Equity Action Network, also known as Healthier Together, is a new public partnership between the NC Department of Health and Human Services (NCDHHS) and the NC Counts Coalition. NC Counts Coalition is a nonpartisan, nonprofit 501(c)(3) organization committed to building a healthy, just and equitable North Carolina through cross-sector partnerships that advance systemic solutions for communities facing systemic barriers, including Black, Indigenous, and People of Color (BIPOC) communities, LGBTQ+, low wealth, immigrant, and other communities.

The goal of Healthier Together is to increase the number of individuals who are BIPOC and from other historically marginalized populations (HMP)¹ receiving COVID-19 vaccinations across the state and to ensure that the percentage of vaccines going to HMPs should match the percentage of the population that is from a HMP. Healthier Together is building a grassroots strategy to help overcome centuries of health inequities by investing in state, regional and community partners led by and serving BIPOC and other historically marginalized populations by:

- Building and earning trust on the ground with BIPOC and other historically marginalized communities and the organizations that are led by and support them
- Co-creating strategies in collaboration with nonprofit, grassroots, and community partners rooted in BIPOC and other historically marginalized communities
- Using data on vaccination efforts to inform planning and investment of resources

Healthier Together will implement strategies to drive demand and increase access to vaccines to BIPOC and other historically marginalized populations by conducting outreach and education efforts, coordinating local vaccine events at trusted and accessible locations, helping people schedule and get to vaccine appointments, providing on-site translation services, and helping ensure people get to first and second dose appointments.

As part of this initiative, Healthier Together will provide grants to community-based

¹ *Historically Marginalized Populations* are defined as individuals, groups and communities that have historically and systematically been denied access to services, resources and power relationships across economic, political and cultural dimensions as a result of systemic, durable and persistent racism, discrimination and other forms of oppression.

organizations to do this work and will hire regional health equity teams to support community-based organizations in their outreach and education efforts, help match vaccine providers with community-based organizations, and work with NCDHHS to ensure that communities have the vaccine supply, outreach, and transportation resources they need to get people vaccinated. As North Carolina moves from COVID-19 response to recovery, we will extend this program’s infrastructure as a foundation for a longer-term framework for health equity. The program is funded by federal COVID-19 dollars.

Section 2. Grant Application Process

The online application will be open April 27th at 9:00 AM to May 14th at 11:59 PM at <http://bit.ly/HealthierTogetherRFP1>. NC Counts Coalition **will not** accept emailed proposals. All proposals must be submitted through <http://bit.ly/HealthierTogetherRFP1> by 11:59 PM on May 14, 2021.

There will be an informational online webinar regarding the application process with NC Counts Coalition on Monday, April 26, 2021, 6:30 - 7:30 pm. This webinar will cover tips on pulling a grant proposal together in response to this RFP. There will be an opportunity for Q&As during this webinar. Applicants do not have to attend this webinar to respond to this RFP; the webinar is optional. The webinar will be recorded and uploaded to NC Count’s Coalition’s YouTube Page:

<https://www.youtube.com/channel/UCmol4OMEBMn82DfBwriqp8A/featured>

Click here to register for the webinar: <https://www.eventbrite.com/e/healthier-together-rfp-webinar-tickets-151389230263>

The webinar will also be available in Spanish. Click here to register for the Spanish webinar: <https://www.eventbrite.com/e/seminario-web-sobre-solicitud-de-propuestas-rfp-por-sus-siglas-en-ingles-tickets-151401695547>

If you have any questions about the submission process, please contact Tandra Byrd at tandra@ncccounts.org. Please use this subject line in your email: [ORGANIZATION NAME] HealthierTogether1_RFP.

The grant selection committee appreciates concise, thoughtful proposals. Grants will be reviewed by a committee of representatives from NC Counts Coalition, NCDHHS and an NC Counts Coalition community partner.

Timeline

NC Counts Coalition Healthier Together RFP is released	April 20 th
Webinar to clarify/answer questions	April 26 th
Proposals will be accepted	April 27 th - May 14 th
Deadline for proposals	May 14 th at 11:59 pm

Review of Applications by the Healthier Together Grant Review Committee: - Proposals will be reviewed and scored by the grant review team, follow-up one-on-ones scheduled as necessary	May 17 th - 21 st
Notifications and grant agreements sent to selected grantees	Week of May 24 th
Grantee Cohort Convenings	NC Counts Coalition will host a mandatory onboarding meeting with grantees. Additional meetings will be TBD.
Work begins	7 days after organizations receive funding <ul style="list-style-type: none"> *NC Counts Coalition will disburse grant funds to organizations with fully executed contracts within 7 days of receipt of funds from the State of North Carolina
Weekly Reports	Due every Monday for previous week's work
Contracts end	August 31 st
Final narrative and financial reports due	September 30 th

Section 3. Priorities

This initiative will fund proposals specific to historically marginalized populations throughout the state, focusing on all 100 counties as reflected in the [six NC Medicaid managed care regions](#). Within those 6 regions, the initiative will focus more resources on counties with higher social vulnerability and higher proportion of historically marginalized populations that have not yet been vaccinated.

Funded Activities

This Request for Proposals (RFP) is inviting proposals from Community Based Organizations with a primary focus on activities that will ensure **as many individuals from HMP communities are vaccinated as possible**. Here are the activities we will prioritize:

- Conducting targeted outreach efforts to schedule vaccine appointments through tactics such as direct in-person contact, phone calls, peer-to-peer texting, and leveraging personal and community networks;
- Providing individualized vaccine support, including assistance with scheduling vaccine appointments, providing reminders for 2nd dose appointments, arranging transportation for individuals to get to/from vaccine events, and following up with individuals to confirm if they were able to get vaccinated;
- Organizing education and outreach activities and events that provide accurate, culturally appropriate information from trusted messengers on the COVID-19 vaccine and promote local vaccine events;
- Developing partnerships with public agencies, child care and other service

providers, schools, health care centers, local businesses or employers, faith-based groups, and other entities to plan a comprehensive vaccine outreach campaign for historically marginalized populations;

- Providing ongoing logistical and coordination support for vaccine events in majority BIPOC and/or historically marginalized communities. Key activities for vaccine events include: partnering and coordinating with vaccine providers, providing facilities and equipment for vaccine events, contributing and coordinating staff and/or volunteers, offering language access and interpretation services on-site at vaccine events, arranging transportation to/from vaccine event, and conducting outreach to promote vaccine events. If proposing to host or support vaccine events, please include the following:
 - Vaccine provider(s) you plan to partner with for the vaccine event(s).
 - Proposed location(s)/facility(ies) for the vaccine event(s), including (1) square footage and (2) whether the facility is available indoor, drive-through, outdoor, or multiple. Please reference the [Toolkit for Partner Organizations](#) for a checklist with recommendations for selecting a location/facility for vaccine events.
 - Proposed roles (and any partner organizations, if applicable) that your organization's staff and/or volunteers would be responsible for when hosting vaccine events. Please reference the [Toolkit for Partner Organizations](#) for a checklist with recommended roles for volunteers or staff supporting a vaccine event.
 - How frequently your organization could host and support vaccine events through August 31, 2021, including proposed days of week, proposed times of day, and proposed dates.

Community Based Organizations may propose additional activities, but must clearly explain how any alternative activity proposed will support getting individuals from BIPOC and historically marginalized populations vaccinated.

Activities and Items that Will Not Be Funded

- Billboards
- Website management services
- Participation in media events and/or interviews
- Regranting of funds

Activities that are connected to or amplify broader existing or planned service provision or civic engagement efforts are encouraged. Creative and innovative ideas are encouraged.

Grant Amounts

Grant amounts will vary, depending on proposed activities and the organization's capacity. Most grants will be in the \$5,000-\$20,000 range (or up to \$50,000 for collaborative proposals), for the time period **through August 31st**. This is a short-term initiative designed to support groups that are already committed to vaccine equity and ready to enhance and sustain their efforts.

Evaluation Criteria

Proposals will be evaluated on the basis of the following criteria:

1. Organizational considerations:
 - a. Status: Must be a 501(c)(3) organization. Applicants that are not 501(c)(3) may apply under a fiscal sponsor that is a 501(c)(3) in good standing. If your organization does not have a 501(c)(3), please contact NC Counts **before** applying. All contracted work must adhere to 501(c)(3) criteria.
 - b. Relationships & experience: Applicants should be able to demonstrate established relationships and experience working with priority HMP communities. Applicants should have a good track record working on activities that increase community engagement or health equity, such as community organizing, public education, health outreach, or advocacy. Priority will be given to NC-established and based organizations.
 - c. Capacity: Applicants should be able to demonstrate organizational capacity (staff and/or volunteers) to implement the proposed plan of action.
 - d. Representation: Organizational and/or project leadership is reflective of the community the proposal is focused on.
 - e. Budget size: Priority will be given to under-resourced organizations (budgets under \$500,000).
2. Tactics that prioritize at least one of the historically marginalized populations below in a target geographical area:
 - a. Historically marginalized populations who face barriers to vaccine access: While the Healthier Together initiative seeks to achieve health equity broadly in the long term, this short-term effort will focus on the following historically marginalized populations due to 1) availability of COVID-19 vaccination data, and 2) trends in vaccination uptake. Applicants should indicate which of the following groups they are prioritizing: Black/African American, American Indian/Alaskan Native, Latinx/Hispanic, and high poverty and low wealth communities. Groups may prioritize any eligible age group within the priority communities.²
 - b. Geography: While this initiative is open to applicants from across the entire state, priority will be given to applicants working in counties with high proportions of historically marginalized populations who are not yet vaccinated and high social vulnerability. Priority counties based on data as of April 20th, 2021 are:
 - Region 1: Cherokee, Graham
 - Region 2: Forsyth, Guilford
 - Region 3: Anson, Mecklenburg
 - Region 4: Durham, Vance, Wilson, Wake
 - Region 5: Cumberland, Hoke, Montgomery, Richmond, Robeson, Sampson, Scotland
 - Region 6: Duplin, Edgecombe, Greene, Hertford, Lenoir, Onslow, Pitt, Wayne
3. Goals: Clarity on engagement strategies and metrics for progress of outreach efforts.

² At the time of drafting this RFP, the Pfizer-BioNTech vaccine had emergency use authorization for individuals aged 16 and older; however, if emergency use is authorized for individuals of additional age groups, organizations may prioritize them for this initiative.

4. Alignment: Where applicable, knowledge of and willingness to collaborate with the North Carolina Department of Health and Human Services (NCDHHS), local governments, local health care providers, or other national and local nonprofit organizations, especially those active in their targeted geographies or with their focused population groups. Collaboration amongst organizations is encouraged and applicants are encouraged. Collaborative proposals will be considered.
5. Vision: An overall vision aligned with community engagement, health equity or civic engagement.

Section 4. Section Grant Guidelines

The online application will be open April 27th to May 14th at 11:59PM at <http://bit.ly/HealthierTogetherRFP1>.

In accordance with federal, state, and local laws, and in keeping with its mission, NC Counts will not fund organizations that use race, color, sex, religion, age, disability, sexual orientation, marital status, national origin, veteran status, or any other protected classification as a basis to deny services to qualifying individuals who seek assistance that falls within the scope of the organization's mission.

2021 Healthier Together Proposal Template

This is a template to assist you in pulling your proposal together. This sample is based on the online application form. All terms and conditions in this template will apply. Please submit all proposals online at <http://bit.ly/HealthierTogetherRFP1>.

Organization Name
Organizations Phone Number
Organization email address
Website
Project Manager
Project Manager Phone Number
Project Manager Email Address
Appropriate contact for signing the Agreement letter
If applicable, Fiscal Sponsor name
FEIN
Organization Budget
Amount Requested

A brief summary of your organization's mission, history and current programs.

Proposal Narrative Summary

Please provide a 2-3 sentence summary of your organization's proposed vaccine equity program.

Describe your organizations' work towards promoting community engagement and/or health equity, such as previous Census outreach, voter registration or mobilization, community organizing, health services provided, public education, etc. Share one example of a set of goals and results you were able to achieve.

Applicable geographic areas and/or historically marginalized populations where you will focus your efforts. Check all that apply:

Counties where you are currently active:

Region 1

- Avery
- Buncombe
- Burke
- Caldwell
- Cherokee
- Clay
- Graham
- Haywood
- Henderson
- Jackson
- Macon
- Madison
- McDowell
- Mitchell
- Polk
- Rutherford
- Swain
- Transylvania
- Yancey

Region 2

- Alleghany
- Ashe
- Davidson
- Davie
- Forsyth
- Guilford
- Randolph
- Rockingham
- Stokes
- Surrey
- Watauga

- Wilkes
- Yadkin

Region 3

- Alexander
- Anson
- Cabarrus
- Catawba
- Cleveland
- Gaston
- Iredell
- Lincoln
- Mecklenburg
- Rowan
- Stanly
- Union

Region 4

- Alamance
- Caswell
- Chatham
- Durham
- Franklin
- Granville
- Johnston
- Nash
- Orange
- Person
- Vance
- Wake
- Warren
- Wilson

Region 5

- Bladen
- Brunswick
- Columbus
- Cumberland
- Harnett
- Hoke
- Lee
- Montgomery

SAMPLE

- Moore
- New Hanover
- Pender
- Richmond
- Robeson
- Sampson
- Scotland

Region 6

- Beaufort
- Bertie
- Camden
- Carteret
- Chowan
- Craven
- Currituck
- Dare
- Duplin
- Edgecombe
- Gates
- Greene
- Halifax
- Hertford
- Hyde
- Jones
- Lenoir
- Martin
- Northampton
- Onslow
- Pamlico
- Pasquotank
- Perquimans
- Pitt
- Tyrrell
- Washington
- Wayne

Counties to which you could expand with Healthier Together funding:

Region 1

- Avery
- Buncombe

- Burke
- Caldwell
- Cherokee
- Clay
- Graham
- Haywood
- Henderson
- Jackson
- Macon
- Madison
- McDowell
- Mitchell
- Polk
- Rutherford
- Swain
- Transylvania
- Yancey

Region 2

- Alleghany
- Ashe
- Davidson
- Davie
- Forsyth
- Guilford
- Randolph
- Rockingham
- Stokes
- Surrey
- Watauga
- Wilkes
- Yadkin

Region 3

- Alexander
- Anson
- Cabarrus
- Catawba
- Cleveland
- Gaston
- Iredell

- Lincoln
- Mecklenburg
- Rowan
- Stanly
- Union

Region 4

- Alamance
- Caswell
- Chatham
- Durham
- Franklin
- Granville
- Johnston
- Nash
- Orange
- Person
- Vance
- Wake
- Warren
- Wilson

Region 5

- Bladen
- Brunswick
- Columbus
- Cumberland
- Harnett
- Hoke
- Lee
- Montgomery
- Moore
- New Hanover
- Pender
- Richmond
- Robeson
- Sampson
- Scotland

Region 6

- Beaufort
- Bertie

- Camden
- Carteret
- Chowan
- Craven
- Currituck
- Dare
- Duplin
- Edgecombe
- Gates
- Greene
- Halifax
- Hertford
- Hyde
- Jones
- Lenoir
- Martin
- Northampton
- Onslow
- Pamlico
- Pasquotank
- Perquimans
- Pitt
- Tyrrell
- Washington
- Wayne

Historically marginalized populations: Black/African American American Indian or Alaskan Native Latinx/Hispanic High poverty and/or low-wealth

If you are planning to further focus your efforts within the selected community or communities, please share more details (for example, Black youth ages 16-22 or recent Latinx immigrants who speak indigenous languages):

In which Census tract(s) will you target your outreach? [Click here](#) for resources that can help you prepare your RFP, including a map of Census tracts in North Carolina with demographic information. (This site will be updated; please check back for more resources.)

What is your organization's connection and prior organizing experience with the focus community/ies? Please tell us more about your organizing and outreach experience with your focus population (HMP) and in the geographic region in which you are focusing your outreach.

NC Counts Coalition is committed to diversity, equity, and inclusion, which are reflected in our policies. In our work, we support partners who share this commitment. It is also important that organizational and project leadership is reflective of the communities the proposal is focused on. Complete the chart below detailing the racial and ethnic diversity of your organization.

	Executive Director (#)	Executive / Director Level Staff (#)	Staff (#)	Board of Directors (#)	People Served (%)
African-American / Black					
American Indian or Alaska Native					
Asian and/or Pacific Islander					
Latinx / Hispanic					
White					
Other					
Total Number					

Are your key staff for the proposed project members of any HMP communities in addition to those listed above? If yes, which HMP communities do your staff members belong to?

How is your vaccine equity program aligned with your overall organization strategy/plan and how will you leverage existing relationships/programs to assist with your vaccine equity plan? Describe the commitment your organization’s leadership has to the plan.

Describe the strategies and activities your organization will employ to increase vaccine equity and how you will measure success. Describe staffing and resources you have or will have for this project.

For direct contact methods, complete the chart below:

	Cost per unit \$ (Message/contact/etc.)	Goal #	Total \$
Live Calls (Live calls to strong numbers)			

\$.62			
Door Canvassing (canvas to walkable doors) \$2.50			
SMS/Text (Thru text/Relay) \$.06			
Relational Organizing \$4.00			

Phone Banking / Phone Calls:

If your organization is proposing phone calls / phone banks, does your organization have experience with phone banking? yes/no

Where will you pull numbers from?

- VAN
- Our organization’s phone list
- Other

SMS / Texts:

If your organization is proposing SMS / texts, does your organization have experience with peer-to-peer texting?

Where will you pull numbers from?

- VAN
- Our organization’s phone list
- Other

Events:

Name and/or brief description of event	Goal (Number of people your organization will engage at the event)	Cost of event

If you are proposing events, please tell us more about them. What will happen at these events? How will you conduct vaccine outreach? How will your event comply with the current COVID-19 guidelines (outlined in the most recent [Executive Order](#))?

Other Outreach Tactics/Strategies:

If you are proposing an outreach tactic not included above, please tell us more about the outreach tactic, how many people you will engage through the tactic and the cost.

Describe your organization’s ability to effectively implement this project. What makes you well-positioned to undertake it? Describe staffing and resources you have or will have for this project. If you will be working with volunteers, tell us about your volunteer base. Do you have to recruit volunteers or does your organization have a volunteer pool? (200 word maximum)

If this is a collaborative proposal, please tell us about all organizations involved in the collaboration and their role in this project.

Budget – Please provide a program budget which includes your organization’s current income to support vaccine equity work, the amount of funds your organization will need to execute your plan and how you will allocate those funds. A suggested budget template is included below. If this is a collaborative proposal, please indicate how funding will be shared with partner organizations.

Organizations may include indirect or overhead costs up to 10 percent of the requested amount of funding for reasonable expenses. Reasonable expenses are included below in Appendix 1.

Income	Amount	Committed, Pending, or Still Need to Raise
<i>Ex. Healthier Together RFP</i>	<i>\$7,500</i>	<i>Pending</i>
Total Income		
Expense	Amount	Brief Narrative Explanation
<i>Ex. Professional Services (ex. outreach workers)</i>		
<i>Ex. Equipment / Supplies</i>		
<i>Ex. Travel related expenses</i>		
<i>Ex. Printing</i>		
Total Expense		

Attachments - Please include these attachments for your organization or fiscal sponsor.

- List of Board of Directors with affiliations
- (optional) List of key staff for the proposed project with brief biography

Section 5. – Healthier Together Agreement

Agreement items to receive funding include, but are not limited to, the provisions below:

- Follow the Center of Disease Control (CDC), NC Department of Health and Human Services (NCDHHS), and local guidelines and recommendations regarding social distancing practices and other safety and health recommendations in order to reduce the spread of COVID-19. Grantee’s work under this Agreement must comply with local

government laws, ordinances, regulations, guidelines and recommendations set forth in response to COVID-19. State guidance on North Carolina's COVID-19 response can be found here: <https://covid19.ncdhhs.gov>.

- Coordinate with Healthier Together Regional Health Equity Field Directors and Regional Health Equity Operations Managers, and Community Health Workers in their region(s).
- Work with NC Counts and NCDHHS team members to use data to inform where to prioritize activities.
- Report on progress to goals to NC Counts weekly, including reporting on quantitative and qualitative data by census tract. [Click here](#) for an example of what the report form may look like.
- Provide monthly invoices to NC Counts documenting the spending for the previous month.
- Use communications messaging and materials provided through the Healthier Together initiative.
- Share your vaccine equity work broadly and including the #Healthier Together hashtag on social media outreach.
- Engage and coordinate with the NC Counts COVID Task Force.
- Share best practices and lessons learned with the Coalition and as relevant, other NCDHHS vendor partners.
- Participate in a Coalition debrief and/or a one-on-one debrief of your program.
- Provide a final grant narrative and financial report 30 days after the end of contract.
- Conduct only 501(c)3 appropriate activities with this funding.
- The State of North Carolina requires grantees to be subcontractors of NC Counts Coalition. Grantees must agree to the State of North Carolina's terms in the State of North Carolina's subcontractor agreement included in Appendix 2 .

Applicant signature: _____ Date: _____

Applicant name: _____ Applicant title: _____

APPENDIX 1. PRICING GUIDANCE FROM THE STATE OF NORTH CAROLINA

1. All pricing must be Offeror's most competitive, reasonable pricing to meet the provision of services and requirements of the RFP.
2. The Staff section should include the staff necessary to meet all of the requirements of the RFP in any resulting contract. The staffing budget narrative must include, at minimum, the names of each position, a brief description of the position, the total number of FTEs by position and total costs, adjusted for FTE.
3. Reasonable General and Administrative costs may be included in that line item in the Pricing Tables. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. No presumption of reasonableness shall be attached to the incurrence of costs by the Contractor. If an initial review of the facts results in a challenge by the Department that a specific cost by the contracting officer or the contracting officer's representative, the burden of proof shall be upon the contractor to establish that such cost is reasonable
4. The budget narrative must be detailed in its explanation of each cost.
5. Allowable transportation costs include travel to and from medical appointments, grocery stores, necessary housing, and for pharmaceutical needs. Mileage should be included in travel cost. Mileage and associated travel will be at rates currently approved by the Office of State Budget & Management, which can be found at https://www.osbm.nc.gov/budman5-travel-policies#TP5_1_2. Transportation costs may also include subcontracting with transportation services or individuals (e.g., Uber, taxi service, etc.).
6. Contractor will be responsible for all PPE needs for home visits or any other circumstance requiring PPE. Relevant guidance for necessary Personal Protective Equipment (PPE) can be found at the following link: <https://files.nc.gov/covid/documetns/guidance/healthcare/NC-Interim-Guidance-for-PPE-in-Non-Medical-Setting.pdf>.
7. Allowable rental costs may include facility rental and associated utilities.
8. Allowable costs for supplies – may include general office supplies (paper, ink cartridges, folders) as well as off-the-shelf project management software necessary to track subcontractors' performance and expenses.
9. Reasonable administrative costs such as legal, audit, and accounting expenses are allowable.
10. Unallowable costs include but are not limited to all of the following:
 - a. Bad debt
 - b. Depreciation
 - c. Intellectual Property (e.g. copyrights, patents, apps)
 - d. Lobbying
 - e. Mortgages or mortgage payments

- f. Financing charges, late fees, fines, interest expenses
- g. Fixed assets (e.g. mobile units, vans, cars, modular housing)
- h. Entertainment, gifts, alcohol, amusement, diversions, social activities, and any directly associated costs such as tickets to shows or sports events, meals, lodging, rentals, transportation related to any of these venues, and gratuities
- i. Any costs not directly related to the provision of services and requirements under the RFP

11. Costs with descriptions such as “Costs that are not included elsewhere” or “Costs that were not contemplated upon submission of proposal” will not be approved.

12. Costs will be reported in a form and format to be provided by the Department to successful Contractors.

13. All costs are subject to the approval of the Department.

APPENDIX 2 : NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). Nothing in this Section or Contract shall limit or restrict the State Auditor's rights, including but not limited access to persons and records of entities, regardless of subcontractor status.
2. **ADVERTISING:** Contractor agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. Offeror or Contractor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.
3. **AMENDMENTS:** This Contract may be amended only by written amendments duly executed by the State and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
4. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to Contractor, the State may:

- a. Forward the Contractor's payment check directly to any person or entity designated by the Contractor
- b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check

In no event shall such approval and action obligate the State to anyone other than Contractor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of Contractor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

5. **AVAILABILITY OF FUNDS:** Any and all payments to Contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this Contract.
6. **BENEFICIARIES:** The Contract shall inure to the benefit and be binding upon the parties and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of the Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and Offeror. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any third person. It is the express intention of the Department and Contractor that any such other person or entity receiving services or benefits under the Contract shall be deemed an incidental beneficiary only and not a contractual third-party beneficiary.
7. **COMPLIANCE WITH LAWS:** Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
8. **COOPERATION WITH OTHER STATE VENDORS:** Contractor shall cooperate with Department vendors that are providing goods or services to or on behalf of the Department.

9. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

The complete product(s) offered herein, and NOT merely its component parts or subsystems, shall comply with the above requirement for safety listing. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings, and any other actions required to supply conforming products to the State as described in this RFQ, are the sole responsibility of Contractor. The certification or safety label shall be affixed and be visible on the OUTSIDE of all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection. The requirements of this paragraph 10 shall not be waived by contract award or otherwise by the purchasing agency.

10. **COOPERATION WITH OTHER STATE VENDORS:** Contractor shall cooperate with Department vendors that are providing goods or services to or on behalf of the Department.
11. **COPYRIGHT AND INTELLECTUAL PROPERTY:** North Carolina Public Records Laws identify all documents created for public transactions/business as public records; therefore, no deliverable items produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of Contractor, except as otherwise provided herein. The State shall own all deliverables that Contractor is required to deliver to the Department pursuant to the Contract, except as provided herein. Contractor shall not acquire any right, title, and interest in and to the copyrights for goods, all software, technical information, specifications, drawings, records, documentation, data, or derivative works thereof, or other work products provided by the State to Contractor. The State shall own copyrighted works first originated and prepared by Contractor for delivery to the State. The State hereby grants Contractor a royalty-free, fully paid worldwide, perpetual, nonexclusive, irrevocable license for Contractor's business use, to non-confidential deliverables first originated and prepared by Contractor for delivery to the State. Contractor shall maintain ownership of all pre-existing intellectual property that it provides to the State as part of the deliverable(s), and the State shall have a royalty-free, fully paid, worldwide, perpetual, non-exclusive, irrevocable license to use such intellectual property solely for its operations. The intellectual property terms of this Contract do not: (a) affect Contractor's ownership of all other intangible intellectual property (e.g., processes, ideas, know how) that Contractor has developed in the course of performance hereunder, (b) prevent Contractor from selling similar services elsewhere, or (c) prevent Contractor from marketing, licensing or selling any and all intellectual property it develops hereunder to other customers, provided no State confidential information is used or disclosed in the process.
12. **DATA REQUIREMENTS:** . The Department, through its Division of Public Health or directly, may expose Contractor to confidential information in accordance with its public health authority, as allowed by applicable law, including N.C.G.S. § 130-143. If the Department determines that some or all of the activities within the scope of the Contract are subject to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, as amended or its promulgating regulations, Contractor agrees to comply with all HIPAA requirements and will execute such agreements and practices as the Department may require ensuring compliance.
13. **DEFAULT AND PERFORMANCE BOND:** If, through any cause, Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the State shall have the right to terminate this contract by giving written notice to Contractor and specifying the effective date thereof. In case of default by Contractor for any reason, the State may procure substitute- goods from other sources and hold Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require at any time a performance bond or other acceptable alternative guarantees from a successful contractor without expense to the State.

In addition, in the event of default by Contractor under this Contract or upon Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against Contractor, the State may immediately cease doing business with Contractor, immediately terminate this Contract for cause, and take action to debar Contractor from doing future business with the State.

14. **GENERAL INDEMNITY**: The Contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by Contractor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of Contractor. The Contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract. Notwithstanding the foregoing, Contractor will have no obligation under this GENERAL INDEMNITY SECTION or otherwise if the claim or loss results from the State's failure to perform its obligations under this Contract. To the extent that Contractor is only partially responsible for a third party's claims or losses, Contractor's obligation to indemnify, defend, and hold harmless the State shall be reduced to the extent of Contractor's responsibility.
15. **GOVERNING LAWS AND SITUS**: This Contract is made under and shall be governed, construed and enforced in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules. The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
16. **GOVERNMENTAL RESTRICTIONS**: In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
17. **INDEPENDENT CONTRACTORS**: Contractor is an independent contractor and not an employee or agent of the Department. Any employees of Contractor are not employees of or have any individual contractual relationship with the Department. This Contract shall not operate as a joint venture, partnership, trust, agency, or any other similar business relationship.
18. **INSURANCE**:

COVERAGE - During the term of the Contract, Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, Contractor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** - The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the Contract. If any work is sublet, Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Contract.
- b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense

cost shall be in excess of the limit of liability.)

c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of Contractor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under the Contract.

19. **INTELLECTUAL PROPERTY INDEMNITY:** Contractor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.
20. **KEY PERSONNEL:** Contractor shall not substitute key personnel assigned to the performance of a Contract awarded under this RFP without prior written approval of the Department. Contractor shall notify the Department of any desired substitution, including the name(s) and references of Contractor's recommended substitute personnel. The Department will approve or disapprove the requested substitution in a timely manner. The Department may, in its sole discretion, direct the termination of any person providing services under this Contract. Upon such termination, the Department may request acceptable substitute personnel or terminate the contract services provided by such personnel.
21. **MEDIA CONTACT APPROVAL AND DISCLOSURE:** Contractor shall not use the name or seal of the North Carolina Department of Health and Human Services or the State of North Carolina in any media release or public announcement or disclosure relating to the terms of this Contract without prior written approval of the Department. Contractor shall not provide any information to the media without first receiving written approval from the Department. In the event Contractor is contacted by the media for information related to the terms of this Contract or a recipient of services under the Contract, Contractor shall make immediate contact with the Department when the contact occurs. Contractor must submit any information related to such media release or public disclosure to the Department for review and approval at least seven (7) business days in advance of intended disclosure. The Department may, at its sole discretion, object to its publication or require changes to the information intended for public release. The requirements of this Section shall not apply to any information Contractor is required by law to disclose.
22. **NON-DISCRIMINATION:**
 - a. The Contractor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
 - b. The offeror will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

23. **NOTICES**: Unless otherwise stated herein, all notices, as required or permitted under this Contract will be sent in writing by commercial courier (e.g., FedEx, UPS, DHL) or personally delivered to the individual identified in the **CONTRACT ADMINISTRATOR ATTACHMENT** to this Contract.
24. **PRIVACY AND SECURITY REQUIREMENTS**: Contractor shall comply with the **PRIVACY AND SECURITY REQUIREMENTS ATTACHMENT** to the extent applicable.
25. **PUBLICATION**: The Department agrees to allow Contractor to publish material associated with the terms of this Contract provided Contractor receives prior written approval from the Department. Contractor shall submit for review any presentation or publication that will be given to outside parties that contains data and information relating to the terms of the Contract at least sixty (60) days in advance. Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Department. All publications and presentations must include the following disclaimer: "The findings and conclusions in this [presentation or publication] are those of the author(s) and do not necessarily represent the views of the North Carolina Department of Health and Human Services."
26. **RECORD RETENTION**: Records relating to performance under this Contract may not be destroyed, purged, or disposed of except in accordance with applicable State and federal regulations. Records related to this Contract must be retained for five (5) years following its expiration or termination. Any federal regulations that require a longer retention period shall supersede and control. If any litigation, claim, audit, or other civil or criminal action (collectively, "Actions") related to performance under this Contract commences before the retention period has completed, all records relevant to the Actions must be maintained until the Actions are resolved.
27. **SEVERABILITY**: If a court of competent authority holds that a provision or requirement of the Contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of the Contract shall remain in full force and effect.
28. **SOVEREIGN IMMUNITY**: Notwithstanding any other term or provision in this contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to the State under applicable law.
29. **SUBCONTRACTORS**: Work performed under this Contract by Contractor will not be subcontracted without prior written approval of the Department. Any approved subcontract shall be subject to all conditions of this Contract. The Department is not obligated to pay for any work performed by an unapproved subcontractor. Contractor is responsible for the performance of its subcontractors.
30. **TAXES**: Any applicable taxes shall be invoiced as a separate item.
 - a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Contractors if Contractor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of Contractor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the quote document Contractor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
 - b) All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by Contractor will be executed and returned by the using agency.

- c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
31. **TERMINATION**: Department shall provide any notice of termination to Contractor's Contract Administrator in accordance with the **CONTRACT ADMINISTRATORS** attachment and **NOTICES** clause of the Contract.
- a. **Termination without Cause**: The Department may terminate this Contract, in whole or in part, by giving thirty (30) days prior notice in writing to Contractor. In the event the Contract is terminated for the convenience of the Department, the Department will pay for all services in conformance with the Contract up to and including the date of termination.
- b. **Termination for Cause**: In the event any service furnished by Contractor during performance of this Contract term fails to conform to any material requirement of this Contract, and the failure is not cured within a time period specified by the Department, after providing written notice thereof to Contractor, the Department may terminate the Contract. The rights and remedies of the Department provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Contractor shall not be relieved of liability to the Department for damages sustained by the Department arising from Contractor's breach of the Contract; and the Department may, in its discretion, withhold any payment due as a setoff until the damages are finally determined or as agreed by the Parties.
33. **TIME IS OF THE ESSENCE**: Time is of the essence in the performance of this Contract and all provisions that specify a time for performance.
34. **TITLES AND HEADINGS**: Titles and headings in this Contract, are for convenience only and shall have no binding force of effect.
35. **WAIVER**: The failure to enforce or the waiver by the State of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.