

STATE OF NORTH CAROLINA Department of Health and Human Services Division of Public Health	REQUEST FOR PROPOSAL NO. 30-25331-DPH	
	Contract Name: QuitlineNC: North Carolina's Tobacco Use Quitline Service	
Refer <u>ALL</u> inquiries regarding this RFP to: David Lukas david.lukas@dhhs.nc.gov Office of Procurement, Contracts, and Grants	Bid Opening Date: 10/14/2025	
	Issue Date: 9/16/2025	
	Commodity Code: 851222 Individual Health Screening and Assessment Services	
	Purchasing Agency: DHHS Division of Public Health	
Requisition No.: 25331		

OFFER

The Purchasing Agency solicits offers for Services and/or goods described in this solicitation. All offers and responses received shall be treated as Offers to contract as defined in 9 NCAC 06A.0102(12).

EXECUTION

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all Services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein.

Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.

OFFEROR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY, STATE & ZIP:	TEPHONE NUMBER:	TOLL FREE TEL. NO
NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for one hundred twenty (120) days from date of offer opening unless otherwise stated here: _____ days

ACCEPTANCE OF OFFER

If any or all parts of this offer are accepted, an authorized representative of Purchasing NC Department of Health and Human Services, Division of Public Health shall affix its signature hereto and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: Best and Final Offers, if any, Special terms and conditions specific to this RFP, Specifications of the RFP, the Department of Information Technology Terms and Conditions, and the agreed portion of the awarded Vendor's Offer. A copy of this acceptance will be forwarded to the awarded Vendor(s).

<u>FOR PURCHASING AGENCY USE ONLY</u>	
Offer accepted and contract awarded this date _____,	as indicated on attached certification,
by _____	(Authorized representative of NC Department of Health and Human Services, Division of Public Health).

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1.0 ANTICIPATED PROCUREMENT SCHEDULE

The Agency Procurement Agent will make every effort to adhere to the following schedule:

Action	Responsibility	Date
RFP Issued	Agency	9/16/2025
Pre-Offer Conference (Vendor Attendance is Optional)	Agency	10/6/2025
Written Questions Deadline	Potential Vendors	10/8/2025
Agency's Response to Written Questions/ RFP Addendum Issued	Agency	10/15/2025
Offer Opening Deadline	Vendor(s)	11/05/2025
Offer Evaluation	Agency	12/05/2025
Selection of Finalists	Agency	12/05/2025
Negotiations with Finalists	Agency designees and selected Vendor(s)	1/2/2026
Best and Final Offers Deadline from Finalists	Selected Vendors	1/9/2026
Contract Award	Agency	2/1/2026
Protest Deadline	Responding Vendors	15 days after award

Pre-Offer Conference Teams Link

https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F_%23%2Fmeet%2F2350176091636%3Fp%3DPidngpVX0drdjrLZcr%26anon%3Dtrue&type=meet&deeplinkId=6258234d-2bee-49f5-8931-d5f531769f49&directDI=true&msLaunch=true&enableMobilePage=true&suppressPrompt=true

Offer Opening Teams Link

https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F_%23%2Fmeet%2F2280007313718%3Fp%3D5AD5rIV0trAliOP66w%26anon%3Dtrue&type=meet&deeplinkId=876908b9-0664-4658-bf44-5d36a7f43e03&directDI=true&msLaunch=true&enableMobilePage=true&suppressPrompt=true

2.0 PURPOSE OF RFP

2.1 INTRODUCTION

The purpose of this RFP is to solicit offers for the continued provision of evidence-based, comprehensive tobacco-use cessation services via a toll-free, integrated tobacco-use telephone, texting, web service including online chat, smartphone application, and counseling hereinafter referred to as “QuitlineNC” or “Solution,” available to all North Carolinians at no charge to the user.

2.2 AGENCY BACKGROUND

The North Carolina Department of Health and Human Services (“DHHS”), Division of Public Health (“DPH”), Tobacco Prevention and Control Branch (“TPC Branch”) works to improve the health of North Carolina residents by promoting smoke-free environments and tobacco-free lifestyles. Our goal is to build capacity of diverse organizations and communities to implement and carry out effective, culturally appropriate strategies

to reduce deaths and health problems due to tobacco use and secondhand smoke. The TPC Branch works with these diverse organizations and communities to carry out effective policy, media and program services in four goal areas: 1) preventing initiation of tobacco use among youth and young adults, 2) promoting tobacco use cessation among adults and youth, 3) eliminating exposure to secondhand smoke (SHS), and 4) advancing health equity by identifying and eliminating commercial tobacco product-related inequities and disparities among N.C. populations and communities.

Since November 2005, the TPC Branch has administered the State's Tobacco-Use Quitline. This service, known as QuitlineNC, is a toll-free, evidence-based, comprehensive, integrated tobacco cessation service available to all North Carolinians at 1-800-QUIT-NOW (1-800-784-8669) and www.QuitlineNC. At present, QuitlineNC receives an average of 800-1100 direct contacts per month and an average of 400 referrals per month. QuitlineNC has provided nicotine replacement therapy since July 1, 2008, pursuant to G.S. 90-18.6, which can be viewed online at:

http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_90/GS_90-18.6.html

2.3 SUMMARY OF PROBLEM STATEMENT

In 2023, 13.2% of adults in North Carolina (N.C.) reported being a current smoker, with a prevalence of 20.1% among those aged 55-64. Smoking prevalence in N.C. is consistently above national averages. Smoking prevalence is even higher among those with less than a high school education (25% or with household incomes less than \$34,999 at 21.3%). Tobacco use patterns are changing with so many new and emerging tobacco products on the market. More than 30% of North Carolinians report use of "any tobacco product" which includes current use of cigarettes, e-cigarettes, smokeless tobacco, cigars, or hookah. Additional data on tobacco use in North Carolina can be viewed online at: https://schs.dph.ncdhhs.gov/data/brfss/2022/nc/all/_rfsmok3.html. Although cigarette use has decreased among middle and high school students according to the N.C. Youth Tobacco Survey, e-cigarette use has increased drastically. In 2021, a CDC Foundation Cross Sectional Study in North Carolina found that 27.8 percent of those 13 – 24 years used a tobacco product, and 18 percent used e-cigarettes. Research suggests that youth use of e-cigarettes can lead to future use of other tobacco products.

Tobacco use exacts an enormous economic toll in North Carolina, with an estimated 14,200 lives lost to tobacco-related disease each year. The most recent data from 2023 Campaign for Tobacco Free Kids reveals that tobacco-related direct medical costs in N.C. were \$4.42 billion, with total indirect and direct costs exceeding \$10.8 billion per year. Medicaid costs for tobacco-related illness in 2023 were \$1 billion annually. Studies have shown that smokers incur an average of \$2,056 more in annual medical costs than non-smokers¹. The U.S. Surgeon General states that tobacco cessation before age 30 can significantly reduce the likelihood of developing a tobacco-related illness later in life. Tobacco cessation is recommended at any age.

The overall objective of QuitlineNC is to help North Carolinians who use tobacco to quit. The Vendor must establish and implement QuitlineNC to provide tobacco use screening, coaching, education, nicotine replacement, support materials, and referrals for all evidence-based tobacco cessation assistance.

Problems to be addressed by the Vendor's Solution include but are not limited to the following:

- a. Easy and equitable access to a broad variety of evidence-based tobacco cessation services.
- b. Collection and protection of critical client data for billing, evaluation, and continuous improvement.
- c. Need for up-to-date tobacco use screening and assessment tools in an ever-changing marketplace of tobacco/nicotine delivery vehicles.
- d. Need for the most current evidence-based coaching, counseling, and support including pharmacological cessation, referrals, and approved health interventions.

¹ Berman M, Crane R, Seiber E, et al. Tob Control Published Online First: [July 20, 2018] doi:10.1136/ tobaccocontrol-2012-050888

- e. Varying needs of tobacco users and their social contacts who contact QuitlineNC with specific needs and questions.
- f. Tailoring communication and coaching to varying client needs and capacities.
- g. Dispensing written information to clients with varying needs and capacities.
- h. North Carolinians who need tobacco cessation services may be difficult to reach and retain in contact. Referrals to QuitlineNC may be sent in a variety of ways using older and newer technologies, including evolving technologies required by the healthcare and health insurance sectors.
- i. Clients lost to follow-up.
- j. Consistent branding of QuitlineNC.
- k. Safely communicating all required information to health insurance companies (including Medicaid plans), whose individual requirements may be different, to bill accurately and receive payment timely.
- l. Compliance with the most current Health Insurance Portability and Accountability Act (HIPAA).
- m. Changing cyclical and adhoc reporting needs of the State.
- n. Multiple groups of stakeholders require meetings, updates, and reporting.
- o. Tracking complex screenings and referrals and maintaining up-to-date referral resources and educational materials.
- p. Provide technical assistance to healthcare providers on a variety of tobacco dependence treatment issues, including up-to-date information about tobacco treatment/cessation medications, patient case management issues, and the availability of community-based tobacco cessation programs.
- q. Complexity of providing tailored communications to participants across the spectrum of services, including key milestones in cessation programs.
- r. Complexity of maintaining up-to-date policies and procedures for all aspects of QuitlineNC services.

2.4 CONTRACT TERM

A contract awarded pursuant to this RFP shall have an effective date of December 1, 2025. The term shall be three (3) year(s), and will expire upon the anniversary date of the effective date unless otherwise stated in the Notice of Award, or unless terminated earlier. The State retains the option to extend the Agreement for two (2) optional one (1) year renewals.

2.5 EFFECTIVE DATE

This solicitation, including any Exhibits, or any resulting contract or amendment shall not become effective nor bind the State until the appropriate State purchasing authority/official or Agency official has signed the document(s), contract or amendment; the effective award date has been completed on the document(s), by the State purchasing official, and that date has arrived or passed. The State shall not be responsible for reimbursing the Vendor for goods provided nor Services rendered prior to the appropriate signatures and the arrival of the effective date of the Agreement. No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the Agreement.

2.6 CONTRACT TYPE

Indefinite Quantity Agency Specific Contract – Pursuant to 9 NCAC 6B.0701, this solicitation will establish an indefinite quantity agency specific contract between a Vendor and the State. The quantity of Goods or Services that may be used by the State is undetermined. An estimated quantity based on history or other means may be used as a guide but shall not be a representation by the State of any anticipated purchase volume under any contract made pursuant to this solicitation.

The State reserves the right to make partial, progressive or multiple awards where it is advantageous to award separately by items; where more than one supplier is needed to provide the contemplated specifications as to quantity, quality, delivery, service, geographical areas; or where other factors are deemed to be necessary or proper to the purchase in question.

3.0 RFP REQUIREMENTS AND SPECIFICATIONS

3.1 GENERAL REQUIREMENTS AND SPECIFICATIONS

3.1.1 REQUIREMENTS

Requirement means, as used herein, a function, feature, or performance that the System must provide. If the offer cannot meet the requirements, they will not be evaluated.

3.1.2 SPECIFICATIONS

Specification means, as used herein, a detailed description that documents the function and performance of a system or system component.

The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only processes, configurations, materials and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the State, Vendor shall supply proof of compliance with the specifications. Vendor must provide written notice of its intent to deliver alternate or substitute Services, products, goods or other Deliverables. Alternate or substitute Services, products, goods or Deliverables may be accepted or rejected in the sole discretion of the State; and any such alternates or substitutes must be accompanied by Vendor's certification and evidence satisfactory to the State that the function, characteristics, performance and endurance will be equal or superior to the original Deliverables specified.

3.1.3 SITE AND SYSTEM PREPARATION

Vendors shall provide the Purchasing State Agency complete site requirement specifications for the Deliverables, if any. These specifications shall ensure that the Deliverables to be installed or implemented shall operate properly and efficiently within the site and system environment. Any alterations or modification in site preparation, which are directly attributable to incomplete or erroneous specifications provided by the Vendor, and which would involve additional expenses to the State, shall be made at the expense of the Vendor.

3.1.4 EQUIVALENT ITEMS

Whenever a material, article or piece of equipment is identified in the specification(s) by reference to a manufacturer's or Vendor's name, trade name, catalog number or similar identifier, it is intended to establish a standard for determining substantial conformity during evaluation, unless otherwise specifically stated as a brand specific requirement (no substitute items will be allowed). Any material, article or piece of equipment of other manufacturers or Vendors shall perform to the standard of the item named. Equivalent offers must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison.

3.1.5 ENTERPRISE LICENSING - RESERVED

3.2 SECURITY SPECIFICATIONS

3.2.1 SOLUTIONS HOSTED ON STATE INFRASTRUCTURE - RESERVED

3.2.2 SOLUTIONS NOT HOSTED ON STATE INFRASTRUCTURE

The QuitlineNC will be required to receive and securely manage data that is classified as high risk. Refer to the North Carolina Statewide Data Classification and Handling policy for more information regarding data classification. The policy is located at the following website: <https://it.nc.gov/document/statewide-data-classification-and-handling-policy>.

To comply with the State's Security Standards and Policies, State agencies are required to perform annual security/risk assessments on their information systems using NIST 800-53 controls. This requirement additionally applies to all Vendor-provided, agency-managed Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) solutions which will handle data classified as Medium Risk (Restricted) or High Risk (Highly Restricted) data.

(a) Vendors shall provide a completed Vendor Readiness Assessment Report Non-State Hosted Solutions ("VRAR") at offer submission. This report is located at the following website: <https://it.nc.gov/documents/vendor-readiness-assessment-report>

(b) Upon request, Vendors shall provide a current independent 3rd party assessment report in accordance with the following subparagraphs (i)-(iii) prior to contract award. However, Vendors are

encouraged to provide a current independent 3rd party assessment report in accordance with subparagraphs (i)-(iii) at the time of offer submission.

(i) Federal Risk and Authorization Management Program (FedRAMP) certification, SOC 2 Type 2, ISO 27001, or HITRUST are the preferred assessment reports for any Vendor solutions which will handle data classified as Medium Risk (Restricted) or High Risk (Highly Restricted).

(ii) A Vendor that cannot provide a preferred independent 3rd party assessment report as described above may submit an alternative assessment, such as a SOC 2 Type 1 assessment report. The Vendor shall provide an explanation for submitting the alternative assessment report. If awarded this contract, a Vendor who submits an alternative assessment report shall submit one of the preferred assessment reports no later than 365 days of the Effective Date of the contract. Timely submission of this preferred assessment report shall be a material requirement of the contract.

(iii) An IaaS vendor cannot provide a certification or assessment report for a SaaS provider UNLESS permitted by the terms of a written agreement between the two vendors and the scope of the IaaS certification or assessment report clearly includes the SaaS solution.

(c) Additional Security Documentation. Prior to contract award, the State may in its discretion require the Vendor to provide additional security documentation, including but not limited to vulnerability assessment reports and penetration test reports. The awarded Vendor shall provide additional security documentation upon request by the State during the term of the contract.

3.3 ENTERPRISE SPECIFICATIONS

3.3.1 ARCHITECTURE DIAGRAMS - RESERVED

3.3.2 SOLUTION ROADMAP - RESERVED

3.3.3 IDENTITY AND ACCESS MANAGEMENT - RESERVED

3.3.4 INTEGRATION APPROACH - RESERVED

3.3.5 DISASTER RECOVERY AND BUSINESS CONTINUITY

Describe the proposed solution capabilities related to the following areas:

Disaster Recovery Plan (DRP) – describe how the Vendor supports Recovery Point Objectives (RPO) and Recovery Time Objectives (RTO) metrics, and how frequently the Vendor tests for end-to-end disaster recovery.

System Backup – describe the Vendor’s backup plan when there is a disruption to business continuity.

3.3.6 DATA MIGRATION - RESERVED

3.3.7 APPLICATION MANAGEMENT - RESERVED

3.3.8 ACCESSIBILITY - RESERVED

3.3.9 ENTERPRISE, SERVICES, AND STANDARDS - RESERVED

3.4 BUSINESS AND TECHNICAL REQUIREMENTS

3.4.1 CONFLICT OF INTEREST

The Vendor must not, in any way, be affiliated or in partnership with a tobacco manufacturer, distributor, or other tobacco product related entity. This requirement includes but is not limited to agreements, acceptance of grants, acceptance of anything of value such as sponsorships.

3.4.2 NEW YEAR’S DAY

The Vendor must provide a minimum of eight (8) hours of live QuitlineNC services on January 1st, “New Year’s Day,” each year of the contract period of performance.

3.5 BUSINESS AND TECHNICAL SPECIFICATIONS

3.5.1 SYSTEM CAPACITY

- 3.5.1.1 Describe the Vendor's ability to handle multiple, simultaneous incoming and outgoing calls.
- 3.5.1.2 Describe how incoming calls will be handled during Hours of Live Response and outside of those hours from the perspective of the caller.
- 3.5.1.3 Describe the Vendor's automated answering systems, if any are used, and provide examples of all automated answering scripts throughout the automated call tree. Provide a diagram.
- 3.5.1.4 Describe how services will be provided to participants with limited English proficiency.
- 3.5.1.5 Describe the use of teletypewriter (TTY) line, telecommunications devices for the deaf (TDD), and other means to provide services to the deaf and hard of hearing.
- 3.5.1.6 Describe the Vendor's capacity to provide services with Spanish bilingual.
- 3.5.1.7 Describe the Vendor's protocol for interpreter services for additional languages as well as provide a list of the additional languages provided by the interpreter services.
- 3.5.1.8 Describe ability for all calls from the Vendor's system to individuals to be identified as QuitlineNC (appearing as one word), 1-800-QUITNOW or 1-800-784-8669 via the Vendor's Caller ID.
- 3.5.1.9 Describe any telephony integration the Vendor will use to exchange information between voice and data systems.
- 3.5.1.10 Describe how the Vendor's Solution ensures confidentiality of participants' records and complies with HIPAA regulations.
- 3.5.1.11 Describe plans to manage emergencies such as flood, fire or electrical disruption to the call center.
- 3.5.1.12 Describe backup and data recovery systems, security provisions and systems to protect data confidentiality, report formats, content and frequency of reporting.
- 3.5.1.13 Vendor should provide a detailed description of the technical and management components of the proposed Solution. In a narrative linked to the work plan, describe how the Vendor will implement each component of the project. Address ability to meet contracted time frames for contract start date of December 1, 2025. Describe how the Vendor will transition services from the existing QuitlineNC contractor.
- 3.5.1.14 Vendor should provide a description of the Vendor's experience implementing both incoming and exit transition plans;
- 3.5.1.15 Vendor should provide a detailed Incoming Transition Work Plan including a timeline of activities to guide the implementation of the QuitlineNC from date of award to "go live" date. Indicate responsible party, milestones and specific date estimates. Include a narrative description of the individual items or the timeline as a whole, as needed.

3.5.2 DATA COLLECTION AND REPORTING

- 3.5.2.1 Describe how the Vendor will collect the data elements required by the State as listed in Attachment K.
- 3.5.2.2 Describe and list any additional data captured by the Vendor in provision of QuitlineNC services beyond the required data elements listed in Attachment K and how that data will be used.
- 3.5.2.3 Vendor should provide a Data Dictionary of all data collected by the Vendor in registration and coaching calls and stored in the Client Database.
- 3.5.2.4 Describe the Vendor's capacity to provide electronic tracking of QuitlineNC activity, automatic

call distribution functionality, individual calls, and the collection, analysis, and reporting of data.

- 3.5.2.5 Describe the telephony data collecting process including the percentage of calls answered live during operating hours, the average length of time to live answer, how multiple simultaneous calls and fluctuations in call volume will be handled, voice mail capacity (basic or menu-driven) and number of dropped calls.
- 3.5.2.6 Describe the collection process of webchats and enrollment as well as texting data collection in adult programs.
- 3.5.2.7 Describe the collection process of webchats and enrollment as well as texting data collection in youth programs.
- 3.5.2.8 Describe how the Vendor will provide requested data in multiple formats as required by TPC Branch, Third-Party Payers, and other Partners.
- 3.5.2.9 Describe how data will be collected and provided to the TPC Branch on a weekly, monthly, quarterly, and annual basis as outlined in Attachment L: Reporting Requirements.
- 3.5.2.10 Vendor should provide samples of a weekly, monthly, quarterly, and annual report, with definitions of each item contained in the report.
- 3.5.2.11 Describe how the Vendor will transfer the Client Database with and without identified data to TPC Branch once each month and quarter. Describe how the Vendor will provide a secure, confidential, and efficient transfer of the database.

3.5.3 DELIVERY PROTOCOLS

- 3.5.3.1 Describe the science base for the tobacco cessation services, (e.g., including use of the Public Health Service's Treating Tobacco Use and Dependence Clinical Practice Guideline) and how Quitline services are based on those guidelines. Describe updates made to the science for tobacco cessation services based on peer reviewed literature that does not have a conflict of interest. Describe the mechanism by which current, science-based, high quality services are maintained, such as use of a Scientific Panel or Advisory Board. Vendor should provide a list of Advisory Board members, if applicable.
- 3.5.3.2 Describe the proposed protocols for the first contact with a participant.
- 3.5.3.3 Describe the proposed protocols to assess a tobacco user's readiness to quit.
- 3.5.3.4 Describe how the Vendor will communicate any changes to NRT procedures to the DPH QuitlineNC Medical Director.
- 3.5.3.5 Describe how the Vendor will resolve complex issues such as tobacco pharmacotherapy interactions with other medications.
- 3.5.3.6 For participants ready to quit, describe how the following will be provided, including timelines:
 - i. Registration for services currently;
 - ii. Initial coaching for successful quitting;
 - iii. Provision of self-help materials or other resources;
 - iv. Assessment of participant's interest in proactive cessation coaching; and
 - v. Assessment of need of pharmacotherapy assistance based on level of current nicotine consumption.
 - vi. Describe how the process is different for those under the age of 18.
- 3.5.3.7 Describe the protocols for how participants will receive information on pharmacological cessation therapies, whether provided through QuitlineNC or other sources.
- 3.5.3.8 Describe the process through which NRT will be provided. Explain how the Vendor will negotiate to obtain the best price for North Carolina and the logistics of purchasing, storage and distribution.

- 3.5.3.9 Describe the Vendor's ability and process to provide bulk NRT for organizations, facilities and health plans to purchase for their clients and members.
- 3.5.3.10 Describe the Vendor's ability and process for the State to purchase NRT in bulk for organizations and facilities.
- 3.5.3.11 Explain how participants will be verified by participating health plans and employer partners to receive NRT.
- 3.5.3.12 Explain the process of sending a North Carolina QuitlineNC Standing Order for NRT to Medicaid participants and to others in mental health and substance use residential treatment settings.
- 3.5.3.13 Describe the Vendor's ability to provide trend reports on QuitlineNC services and expenses.
- 3.5.3.14 Describe how the Vendor's QuitlineNC staff will refer and warm transfer participants to other local cessation resources.
- 3.5.3.15 Describe the Vendor's process of Outbound Re-enrollment.
- 3.5.3.16 Vendor should submit the following in the proposal:
- i. The Vendor's proposed written protocols for registration/intake and each coaching session for the general population, smokeless tobacco users, and electronic nicotine delivery device tobacco users that will be used in North Carolina and how each coaching session is delivered (e.g., call, text, chat, virtual, app, other). Vendor should reference Attachment K for the data elements required by North Carolina, and Attachment N for a sample intake questionnaire designed by the North American Quitline Consortium to aid in the development of client intake processes.
 - ii. The Vendor's proposed protocols for special populations, including callers younger than age 18, pregnant women, those with chronic diseases, the mentally ill, substance use disorders, the developmentally disabled, and those using other tobacco products including e-cigarettes (vapes), cigars, pipes, heat not burn products, chewing tobacco, nicotine pouches, smokeless tobacco/snuff products, and any other new and emerging tobacco/nicotine product.
 - iii. If the Vendor has a separate program for youth and young adults for vapor products, Vendor should provide description, quit rates, and enrollments for states the size of North Carolina.
 - iv. The Vendor's protocols for providing services to those who are in high risk groups for tobacco use including, but not limited to, American Indians, Hispanic/Latino populations, LGBTQ populations, and African American populations.
 - v. A redacted sample audio recording of an actual call from one of the Vendor counselors on registration, counseling, and follow-up calls and a screenshot of a texting and/or chat session.
 - vi. Sample of a letter of enrollment and certificate of completion.
 - vii. Written protocols for handling crisis inquiries (e.g., caller is suicidal) and complaints including escalation to the TPC Branch.
 - viii. Written protocols for screening and dosing NRT for participants.
 - ix. Vendor should provide a sample of the NRT authorization form letter that the physician will sign and return to the Vendor authorizing the Vendor to send NRT to the participant notwithstanding the contraindications.
 - x. Vendor should provide a visual timeline of coaching sessions including when NRT is ordered and received.
 - xi. For current programs, describe the ratio of number of participants register to number of participants who actually receive a service, including any obstacles faced, solutions implemented to address those obstacles, and if any improvement was made.
 - xii. If the Vendor offers a web-based cessation program, describe how it is integrated with phone coaching and/or used as a stand-alone program.

- xiii. If the Vendor offers text messaging as a cessation tool, describe how it is integrated with phone coaching and/or used as a stand-alone program. Describe if the text messaging is powered by automation (e.g., artificial intelligence) or by Vendor staff.
- 3.5.3.17 Vendor should provide length of time it takes the Vendor to make changes in participants' eligibility for services.
 - 3.5.3.18 Describe the Vendor's ability to direct transfer eligible participants to a specialized quitline such as 1-855-QUIT-VET for veterans or to the Asian Smokers' Quitline for Chinese, Korean, or Vietnamese callers who have Limited English Proficiency based on their answers to intake questions.
 - 3.5.3.19 Describe the Vendor's ability to efficiently transfer tobacco user or ask if tobacco user would like to be referred to an approved face-to-face tobacco treatment program scheduling assistant when (as this option becomes available):
 - i. Requested by tobacco user or provider
 - ii. Tobacco user request help with FDA approved tobacco treatment medications that are beyond the scope of what QuitlineNC provides
 - iii. Tobacco user smokes more than a pack a day and/or uses two or more cans/pouches per week of smokeless tobacco and/or uses ENDS approximately equivalent to more than a pack a day.
 - iv. Tobacco user is insured, and insurance does not cover QuitlineNC Vendor.
 - v. Tobacco user had a failed attempt with QuitlineNC.
 - 3.5.3.20 Describe the Vendor's infrastructure and process to deliver nicotine replacement therapy to eligible Quitline participants from a two-week starter kit to 12-week combination therapy to be delivered in four-week intervals or all at once during promotional campaigns or special circumstances.
 - 3.5.3.21 Describe the Vendor's ability to screen and identify participants eligible for low-dose computed tomography (CT) lung cancer screening and what resources and education shall be provided.
 - 3.5.3.22 Describe the Vendor's ability to proactively text participant as a result of a referral or as a proactive session.
 - 3.5.3.23 Describe the Vendor's method in which to warm transfer callers from other states to the appropriate quitline for their state.

3.5.4 SUPPORT MATERIALS

- 3.5.4.1 Describe the cessation materials provided to participants and Proxy Callers, including evidence-based citations and research informing the materials and who developed them.
- 3.5.4.2 Describe how the cessation materials provided to participants and Proxy Callers will be culturally specific for different types of demographic populations, comprehension capacities, and primary languages.
- 3.5.4.3 Vendor should provide an example of materials currently provided by the Vendor for program participants and Proxy Callers.
- 3.5.4.4 Describe ability and method to disseminate materials to participants provided by Division of Public Health to the Vendor such as specific information for pregnant participants, materials on radon and radon testing.

3.5.5 REFERRAL PROGRAM

- 3.5.5.1 Describe all the ways the Vendor shall receive Referrals, e.g., fax, electronic. Vendor should provide examples of how the Vendor manages referrals in the provision of similar health services.
- 3.5.5.2 Describe data collected and reported from Referrals and Vendor's ability to separate by type of

Referral, county, and facility/provider.

- 3.5.5.3 Describe the Vendor's ability to receive and provide feedback electronically through feeds or electronic medical record systems, or secured emails in compliance with current HIPAA standards.
- 3.5.5.4 Describe the Vendor's process of exchanging healthcare data electronically between different systems, including the specific standards, platforms, or systems used and if they are bidirectional (e.g., FHIR, HL7).
- 3.5.5.5 Describe the Vendor's experience using bidirectional and interoperable electronic Referral systems for referral and feedback and provide specific examples.
- 3.5.5.6 Describe the Vendor's ability to accept and process referrals from a QuitlineNC electronic application (for use on smartphones, computers, etc.).
- 3.5.5.7 Describe the Vendor's ability to provide feedback to the health care providers who referred people to QuitlineNC, and Vendor should provide examples.

3.5.6 THIRD-PARTY PAYERS AND RELATED PARTNERSHIPS

The Vendor is expected to partner with Third-Party Payers as identified by TPC Branch in one of two ways: through Direct Partnership Contract (See Attachment A: Definitions) with the Third-Party Payer or Indirect Partnership Contract (See Attachment A: Definitions) through a contract with the NC Public Health Association (NCPHA). The Direct Partnership contract requires the QuitlineNC Vendor to provide the raw data extracts of all the participants including identified data and the same aggregate reports (as provided to the Third-Party Payers) to the TPC Branch Contract Administrator for evaluation purposes. Indirect Contracts require the QuitlineNC Vendor to provide the aggregate reports and raw data extracts of partners' participants to the TPC Branch Contract Administrator, and the TPC Branch Contract Administrator will send the aggregate reports to the partners.

- 3.5.6.1 Describe the Vendor's experience in forming fiscal partnerships between state Helplines and health plans, businesses, or health care systems.
- 3.5.6.2 Describe Vendor's capability to partner with the NCPHA and manage scaling NCPHA partnerships up and down.
- 3.5.6.3 Describe how the Vendor will verify participants' insurance coverage, including contact with Third-Party Payers, Medicaid managed care organizations, employers, etc. and timeline for verification.
- 3.5.6.4 Describe how the Vendor will provide required data reporting to the Third-Party Payers in accordance to the terms of the Vendor's contract with the Third-Party Payer. Vendor should provide an example of an aggregated data report or a redacted raw data extract.
- 3.5.6.5 Describe how the Vendor will work with Third-Party Payers and TPC Branch so the data reporting described in 3.5.1.4 can be shared with TPC Branch.
- 3.5.6.6 Describe process and limitations of adding and terminating Third-Party Payers within the Vendor's system.
- 3.5.6.7 Describe the Vendor's ability to modify its billing practices to adhere to the various Third-Party Payers' requirements for billing and payment. E.g., Tailored Plan A wants to be billed per service per month and Tailored Plan B wants to be billed per member per month.
- 3.5.6.8 Describe how the Vendor can partner or assist TPC Branch in the promotion of QuitlineNC.

3.5.7 STAFFING PLAN

- 3.5.7.1 Vendor should provide a Staffing Plan that documents the number of Quit Coaches, supervisors, and registration staff who will be assigned to work on this contract and the corresponding percentage of Full-Time Equivalent (FTE) for each;
- 3.5.7.2 Describe the ratio of supervisors to coaches that will be maintained by the Vendor;
- 3.5.7.3 Vendor should provide a description of staff requirements, including the Quit Coach and Quit

Coach Supervisor training or experience requirements, including certifications required prior to engaging with participants.

3.5.7.4 Describe the Vendor's in-service training, staff monitoring and evaluation, continuing education protocols.

3.5.7.5 Vendor should provide job descriptions for all personnel that will be assigned to the contract;

3.5.7.6 NOTE: The job descriptions should identify the credentials that must be held by the Vendor's Quit Coaches and Quit Coach supervisors.

3.5.7.7 Describe the professional experience of the Chief Executive Officer, the Chief Financial Officer, the Medical Director, the Vendor's account manager, the Clinical Director and other key personnel, such as management and supervisory personnel;

3.5.7.8 Describe where the QuitlineNC services will fit in the Vendor's overall organizational structure. The Vendor may provide an organizational chart and show where QuitlineNC services fit in the overall structure in lieu of this description.

3.5.7.9 Demonstrate how the Vendor will staff QuitlineNC based on marketing initiatives and national policy and media initiatives.

3.5.8 SERVICE LEVEL AGREEMENT (SLA)

The Vendor should submit an SLA with the RFP response that formally defines the levels of service the Vendor will provide for the Solution during the performance period of the contract and, at a minimum, addresses the service level items listed below.

3.5.8.1 Hours of operation, including Hours of Live Response in Eastern Time (HLR).

3.5.8.2 Percent of incoming calls answered in real time (live) during HLR.

3.5.8.3 Average length of time to answer calls during HLR.

3.5.8.4 Number and percentage of dropped calls during HLR, for both live calls and missed calls.

3.5.8.5 Response time to return incoming calls placed during HLR which were not answered in real time and went to voicemail or other automation as described in the System Capacity section.

3.5.8.6 Response time (in calendar hours) to return incoming calls placed outside of HLR time.

3.5.8.7 Number and percentage of dropped calls outside of HLR.

3.5.8.8 Describe how peak call times will be monitored and if and how staffing schedules will be modified in response to findings.

3.5.8.9 Hours and Dates, including holidays, on which QuitlineNC will not be staffed to provide live responses to callers. Describe how incoming calls during those dates will be handled if different than described in the System Capacity section.

3.5.8.10 Hours and Dates QuitlineNC will be down for routine system maintenance.

3.5.8.11 Identify how Division Contract Administrator will be notified of upcoming system maintenance, unexpected delays in service, and during states of emergency.

3.5.8.12 Describe the Vendor's ability to scale and how the Vendor will rapidly accommodate both planned and unplanned changes in utilization volumes. Explain how the Vendor's system and staff would respond to a substantial increase in call volume.

3.5.8.13 Routine Solution updates that are provided to all customers at no additional cost to the State.

3.5.8.14 Problem tracking and fixes.

3.5.8.15 Vendor should provide the Vendor's approach to implementing changes such as altering the data elements collected and changes to reporting. Include the process of requesting changes and how they are tracked.

3.5.8.16 Account management, including the level of account management provided and any specific services included.

3.5.8.17 Vendor should provide the response, diagnostic and resolution timeframes for problem log entries for the following service request categories:

Category 1: Major Problem: An outage that results in the unavailability of the Solution or a problem that has persisted at the Category 2 level for more than two (2) State Business Days.

Category 2: Critical Problem: An outage where the Solution is available but one or more of the critical functions provided by the Solution is not operational.

Category 3: Minor Problem: Degradation of non-critical system functions that has persisted for eight (8) business hours.

Category 4: Changes: Request for Changes to the Solution that must be addressed by the Vendor.

Category 5: General Requests: General questions or informal contacts.

3.5.9 QUALITY ASSURANCE/ QUALITY IMPROVEMENT

3.5.9.1 Describe the process of how the Vendor will provide technical assistance and consultation on tobacco dependence treatment issues to health care professionals who call QuitlineNC. Include the titles and credentials of the staff involved, how assistance or consultation will be communicated, and how the Vendor will ensure the information provided reflects current, evidence-based protocols.

3.5.9.2 Vendor should provide the Vendor's current Quality Assurance plan which outlines the Vendor's policies and procedures to ensure quality customer service is being provided and protocols are followed. Describe edits (if any) the Vendor will make to the plan specific to QuitlineNC services.

3.5.9.3 Describe how staff performance is monitored to ensure service quality.

3.5.9.4 Describe the Vendor's Quality Improvement policy and how the Vendor manages performance and customer service issues.

3.5.9.5 Describe the mechanism by which current, science-based, high-quality services are maintained, such as use of a Scientific Panel or Advisory Board. Vendor should provide a list of Advisory Board members, if applicable.

3.5.9.6 Describe how the Vendor will address QuitlineNC complaints from callers and report complaints along with steps taken to resolve the complaints to the TPC Branch.

3.5.9.7 Describe how the Vendor will address issues with QuitlineNC that are identified as a result of "Secret Shopper" calls and Vendor should provide at least one example of a quality improvement measure taken as a result of "Secret Shopper" feedback or other situations in which problems were identified by a state or commercial client.

3.5.9.8 Describe how the Vendor uses data collected to improve the quality of services provided, specifically addressing how services are improved for the most at-risk populations.

3.5.9.9 Describe the Vendor's methods of routinely capturing testimonies from satisfied participants.

3.5.9.10 Describe the Vendor's ability to send participants to a Happy Caller Line or email address.

3.5.10 VENDOR'S EXPERIENCE

3.5.10.1 Describe the number of years' experience the Vendor has had with similar projects of similar size and describe at least three (3) different contracts with state, county, or municipal governments or large corporate employers within the United States.

3.5.10.2 Describe the number of years of experience providing health service(s) to individual

consumers and describe the service(s).

- 3.5.10.3 Describe the Vendor's experience with following specific medical protocols and compliance with minimum data standards in collection and reporting.
- 3.5.10.4 Describe the Vendor's number of years of experience and an example of working with Third-Party Payers, including sharing data electronically.
- 3.5.10.5 Describe the Vendor's number of years' experience and an example of receiving or providing Referrals and sharing information electronically with health care providers.

3.5.11 OPTIONAL SERVICES

- 3.5.11.1 The Vendor may, at their option, propose an incentive program or programs which the Vendor will manage in order to entice at-risk populations to quit tobacco. Optional products and services must be priced in Attachment E: Cost Form, in the Optional Services table.
 - 3.5.11.1.1 Describe how the Vendor will initiate and manage an incentive program for specific populations, such as youth, young adults, or pregnant and postpartum women. Describe an example scenario.
 - 3.5.11.1.2 Describe examples of any incentive programs the Vendor has implemented in the past and their outcomes.
- 3.5.11.2 The Vendor may, at their option, propose new products and services as they are developed to Division Contract Administrator with the science behind the development, how it is used within the context of the coaching program and cost associated with its implementation and use. Optional products and services must be priced in Section 4.1, Offer Costs, in the Optional Services table.

4.0 COST OF VENDOR'S OFFER

4.1 OFFER COSTS

The Vendor must list, itemize, and describe any applicable offer costs in **ATTACHMENT E: COST FORM**.

4.2 PAYMENT SCHEDULE

The Vendor shall propose its itemized payment schedule based on the content of its offer. All payments must be based upon acceptance of one or more Deliverables.

5.0 EVALUATION

5.1 SOURCE SELECTION

A trade-off/ranking method of source selection will be utilized in this procurement to allow the State to award this RFP to the Vendor providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with or traded-off against other non-price factors.

- a) Evaluation Process Explanation. State Agency employees will review all offers. All offers will be initially classified as being responsive or non-responsive. If an offer is found non-responsive, it will not be considered further. All responsive offers will be evaluated based on stated evaluation criteria. Any references in an answer to another location in the RFP materials or Offer shall have specific page numbers and sections stated in the reference.
- b) To be eligible for consideration, Vendor's offer must substantially conform to the intent of all specifications. Compliance with the intent of all specifications will be determined by the State. Offers that do not meet the full intent of all specifications listed in this RFP may be deemed deficient. Further, a serious deficiency in the offer to any one (1) factor may be grounds for rejection regardless of overall score.

- c) The evaluation committee may request clarifications, an interview with or presentation from any or all Vendors as allowed by 9 NCAC 06B.0307. However, the State may refuse to accept, in full or partially, the response to a clarification request given by any Vendor. Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms. Vendors should be prepared to send qualified personnel to Raleigh, North Carolina, to discuss technical and contractual aspects of the offer.
- d) Vendors are advised that the State is not obligated to ask for, or accept after the closing date for receipt of offer, data that is essential for a complete and thorough evaluation of the offer.

5.2 EVALUATION CRITERIA

Evaluation shall include best value, as the term is defined in N.C.G.S. § 143-135.9(a)(1), compliance with information technology project management policies as defined by N.C.G.S. §143B-1340, compliance with information technology security standards and policies, substantial conformity with the specifications, and other conditions set forth in the solicitation. The following Evaluation Criteria are listed in Order of Importance.

- 1) How well the Vendor's offer conforms with the specifications in Section 3.0 and related Attachments of this RFP.
- 2) How each Vendor's offer compares with other Vendors' offers.
- 3) Vendor's performance of work similar in scope, magnitude, effort, and complexity similar to this solicitation, including strength of references as identified by the Vendor using Attachment H: References.. The Vendor may be disqualified from any evaluation or award if the Vendor or any key personnel proposed has previously failed to perform satisfactorily during the performance of any contract with the State, or violated rules or statutes applicable to public bidding in the State.
- 4) Total Cost of Ownership.
- 5) Risks associated with Vendor's offer, including errata and exceptions to the State's terms and conditions and any submitted Vendor Agreements.

5.3 BEST AND FINAL OFFERS (BAFO)

The State may establish a competitive range based upon evaluations of offers, and request BAFOs from the Vendor(s) within this range; e.g. "Finalist Vendor(s)". If negotiations or subsequent offers are solicited, the Vendor(s) shall provide BAFO(s) in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration. The State will evaluate BAFO(s), oral presentations, and product demonstrations as part of the Vendors' respective offers to determine the final rankings.

5.4 POSSESSION AND REVIEW

During the evaluation period and prior to award, possession of the bids and accompanying information is limited to personnel of the issuing agency, and to the committee responsible for participating in the evaluation. Vendors who attempt to gain this privileged information, or to influence the evaluation process (i.e. assist in evaluation) will be in violation of purchasing rules and their offer will not be further evaluated or considered.

After award of contract the complete bid file will be available to any interested persons with the exception of trade secrets, test information or similar proprietary information as provided by statute and rule. Any proprietary or confidential information, which conforms to exclusions from public records as provided by N.C.G.S. §132-1.2 must be clearly marked as such in the offer when submitted.

6.0 VENDOR INFORMATION AND INSTRUCTIONS

6.1 GENERAL CONDITIONS OF OFFER

6.1.1 VENDOR RESPONSIBILITY

It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all specifications, requirements and the State's intent as specified herein. If a Vendor discovers an inconsistency, error or omission in this solicitation, the Vendor should request a clarification from the State's contact person.

The Vendor will be responsible for investigating and recommending the most effective and efficient solution. Consideration shall be given to the stability of the proposed configuration and the future direction of technology, confirming to the best of its ability that the recommended approach is not short lived. Several approaches may exist for hardware configurations, other products and any software. The Vendor must provide a justification for their proposed hardware, product and software solution(s) along with costs thereof. Vendors are encouraged to present explanations of benefits and merits of their proposed solutions together with any accompanying Services, maintenance, warranties, value added Services or other criteria identified herein.

6.1.2 RIGHTS RESERVED

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of North Carolina, or the procuring Agency, to award a contract. Upon determining that any of the following would be in its best interests, the State may:

- a) waive any formality;
- b) amend the solicitation;
- c) cancel or terminate this RFP;
- d) reject any or all offers received in response to this RFP;
- e) waive any undesirable, inconsequential, or inconsistent provisions of this RFP;
- f) if the response to this solicitation demonstrate a lack of competition, negotiate directly with one or more Vendors;
- g) not award, or if awarded, terminate any contract if the State determines adequate State funds are not available; or
- h) if all offers are found non-responsive, determine whether Waiver of Competition criteria may be satisfied, and if so, negotiate with one or more known sources of supply.

6.1.3 SOLICITATION AMENDMENTS OR REVISIONS

Any and all amendments or revisions to this document shall be made by written addendum from the Agency Procurement Office. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

6.1.4 ORAL EXPLANATIONS

The State will not be bound by oral explanations or instructions given at any time during the bidding process or after award. Vendor contact regarding this RFP with anyone other than the State's contact person may be grounds for rejection of said Vendor's offer. Agency contact regarding this RFP with any Vendor may be grounds for cancellation of this RFP.

6.1.5 E-PROCUREMENT

This is an E-Procurement solicitation. See ATTACHMENT B, paragraph #38 of the attached North Carolina Department of Information Technology Terms and Conditions.

The Terms and Conditions made part of this solicitation contain language necessary for the implementation of North Carolina's statewide E-Procurement initiative. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing the offer. By signature, the Vendor acknowledges acceptance of all terms and conditions including those related to E-Procurement.

- a) General information on the E-Procurement service can be found at <http://eprourement.nc.gov/>
- b) Within two days after notification of award of a contract, the Vendor must register in NC E-Procurement @ Your Service at the following website: <http://eprourement.nc.gov/Vendor.html>
- c) As of the RFP submittal date, the Vendor must be current on all E-Procurement fees. If the Vendor is not current on all E-Procurement fees, the State may disqualify the Vendor from participation in this RFP.

6.1.6 ELECTRONIC VENDOR PORTAL (EVP)

The State has implemented the electronic Vendor Portal (eVP) that allow the public to retrieve award notices and information on the Internet at <https://evp.nc.gov>. <https://www.ips.state.nc.us/ips/> Results may be found by searching by Solicitation Number or agency name. This information may not be available for several weeks dependent upon the complexity of the acquisition and the length of time to complete the evaluation process.

6.1.7 PROTEST PROCEDURES

Protests of awards exceeding \$25,000 in value must be submitted to the issuing Agency at the address given on the first page of this document. Protests must be received in the purchasing agency’s office within fifteen (15) calendar days from the date of this RFP award and provide specific reasons and any supporting documentation for the protest. **All protests are governed by Title 9, Department of Information Technology (formerly Office of Information Technology Services), Subchapter 06B Sections .1101 - .1121.**

6.2 GENERAL INSTRUCTIONS FOR VENDOR

6.2.1 SITE VISIT OR PRE-OFFER CONFERENCE

Urged and Cautioned Pre-Offer Conference

Date: **9/23/2025**

Time: **02:00 PM Eastern Time**

Contact Number: 510-457-8020

Instructions: Vendor representatives are URGED and CAUTIONED to attend the meeting and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this Request for Proposal. A non-mandatory meeting is scheduled for [HH:MM AM/PM] Eastern Time at *[Zoom link]*. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this proposal.

Vendor is cautioned that any information released to attendees during the meeting, which conflicts with, supersedes, or adds to requirements in this Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this proposal.

6.2.2 QUESTIONS CONCERNING THE RFP

All inquiries regarding the solicitation specifications or requirements are to be addressed to the contact person listed on Page One of this solicitation via the Ariba Sourcing Tool’s message board. Vendor contact regarding this Solicitation with anyone other than the contact person listed on Page One of this Solicitation may be grounds for rejection of said Vendor’s offer.

Written questions concerning this Solicitation will be received until **9/30/2025 at 02:00 PM Eastern Time**.

They must be submitted to the contact person listed on Page One of this Solicitation via the Ariba Sourcing Tool’s message board. Please enter “Questions Solicitation 30-25331-DPH” as the subject for the message.

REFERENCE	VENDOR QUESTION
RFP Section, Page Number	

6.2.3 ADDENDUM TO RFP

If a pre-offer conference is held or written questions are received prior to the submission date, an addendum comprising questions submitted and responses to such questions, or any additional terms deemed necessary by the State shall become an Addendum to this RFP and provided via the State’s Ariba Sourcing

Tool. Vendors' questions posed orally at any pre-offer conference must be reduced to writing by the Vendor and provided to the Purchasing Officer as directed by said Officer. Oral answers are not binding on the State.

Critical updated information may be included in these Addenda. It is important that all Vendors bidding on this RFP periodically check the State's Sourcing Tool for all Addenda that may be issued prior to the offer opening date.

6.2.4 COSTS RELATED TO OFFER SUBMISSION

Costs for developing and delivering responses to this RFP and any subsequent presentations of the offer as requested by the State are entirely the responsibility of the Vendor. The State is not liable for any expense incurred by the Vendors in the preparation and presentation of their offers.

All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and the Vendor resulting from this RFP process.

6.2.5 VENDOR ERRATA AND EXCEPTIONS

Any errata or exceptions to the State's requirements and specifications may be presented on a separate page labeled "Exceptions to Requirements and Specifications". Include references to the corresponding requirements and specifications of the Solicitation. Any deviations shall be explained in detail. **The Vendor shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable. Offers of alternative or non-equivalent goods or services may be rejected if not found substantially conforming; and if offered, must be supported by independent documentary verification that the offer substantially conforms to the specified goods or services specification.** If a vendor materially deviates from RFP requirements or specifications, its offer may be determined to be non-responsive by the State.

Offers conditioned upon acceptance of Vendor Errata or Exceptions may be determined to be non-responsive by the State.

6.2.6 ALTERNATE OFFERS

The Vendor may submit alternate offers for various levels of service(s) or products meeting specifications. Alternate offers must specifically identify the RFP specifications and advantage(s) addressed by the alternate offer. Any alternate offers must be clearly marked with the legend as shown herein. Each offer must be for a specific set of Services or products and offer at specific pricing. If a Vendor chooses to respond with various service or product offerings, each must be an offer with a different price and a separate RFP offer. Vendors may also provide multiple offers for software or systems coupled with support and maintenance options, provided, however, all offers must satisfy the specifications.

Alternate offers must be submitted in a separate document and clearly marked "Alternate Offer for 'name of Vendor'" and numbered sequentially with the first offer if separate offers are submitted.

6.2.7 MODIFICATIONS TO OFFER

An offer may not be unilaterally modified by the Vendor.

6.2.8 BASIS FOR REJECTION

Pursuant to 9 NCAC 06B.0401, the State reserves the right to reject any and all offers, in whole or in part; by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; non-compliance with the specifications or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the State; cancellation or other changes in the intended project, or other determination that the proposed specification is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of the State.

6.2.9 NON-RESPONSIVE OFFERS

Vendor offers will be deemed non-responsive by the State and will be rejected without further consideration or evaluation if statements such as the following are included:

- “This offer does not constitute a binding offer”,
- “This offer will be valid only if this offer is selected as a finalist or in the competitive range”,
- “The Vendor does not commit or bind itself to any terms and conditions by this submission”,
- “This document and all associated documents are non-binding and shall be used for discussion purposes only”,
- “This offer will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties”, or
- A statement of similar intent

6.2.10 VENDOR REGISTRATION WITH THE SECRETARY OF STATE

Vendors do not have to be registered with the NC Secretary of State to submit an offer; however, in order to receive an award/contract with the State, they must be registered. Registration can be completed at the following website: https://www.sosnc.gov/Guides/launching_a_business

6.2.11 VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM

The NC electronic Vendor Portal (eVP) allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and Services available at the following website: <https://evp.nc.gov>.

This RFP is available electronically on the electronic Vendor Portal (eVP) at the following website: <https://evp.nc.gov>.

6.3 INSTRUCTIONS FOR OFFER SUBMISSION

6.3.1 GENERAL INSTRUCTIONS FOR OFFER

Vendors are strongly encouraged to adhere to the following general instructions in order to bring clarity and order to the offer and subsequent evaluation process:

- a) Organize the offer in the exact order in which the specifications are presented in the RFP. The Execution page of this RFP must be placed at the front of the Proposal. Each page should be numbered. The offer should contain a table of contents, which cross-references the RFP specification and the specific page of the response in the Vendor's offer.
- b) Provide complete and comprehensive responses with a corresponding emphasis on being concise and clear. Elaborate offers in the form of brochures or other presentations beyond that necessary to present a complete and effective offer are not desired.
- c) Clearly state your understanding of the problem(s) presented by this RFP including your proposed solution's ability to meet the specifications, including capabilities, features, and limitations, as described herein, and provide a cost offer.
- d) Supply all relevant and material information relating to the Vendor's organization, personnel, and experience that substantiates its qualifications and capabilities to perform the Services and/or provide the goods described in this RFP. If relevant and material information is not provided, the offer may be rejected from consideration and evaluation.
- e) Furnish all information requested; and if response spaces are provided in this document, the Vendor shall furnish said information in the spaces provided. Further, if required elsewhere in this RFP, each Vendor must submit with its offer sketches, descriptive literature and/or complete specifications covering the products offered. References to literature submitted with a previous offer will not satisfy this provision. Proposals that do not comply with these instructions may be rejected.
- f) Any offer that does not adhere to these instructions may be deemed non-responsive and rejected on that basis.

- g) **Only information that is received in response to this RFP will be evaluated.** Reference to information previously submitted or Internet Website Addresses (URLs) will not suffice as a response to this solicitation.

6.3.2 OFFER ORGANIZATION

Within each section of its offer, Vendor should address the items in the order in which they appear in this RFP. Forms, attachments or exhibits, if any provided in the RFP, must be completed and included in the appropriate section of the offer. All discussion of offered costs, rates, or expenses must be presented in Section 4.0. Cost of Vendor's Offer.

The offer should be organized and indexed in the following format and should contain, at a minimum, all listed items below.

- a) Signed Execution Page AND all pages of this solicitation document in ONE (1) PDF. This solicitation document includes:
- Attachments A and B
 - Completed Description of Vendor Submitting Offer Form (Attachment D)
 - Completed Cost Form of Vendor's Offer (Attachment E)
 - Completed and Signed Vendor Certification Form (Attachment F)
 - Completed Location of Workers Utilized by Vendor Form (Attachment G)
 - Completed References (Attachment H)
 - Completed Financial Statements (Attachment I)
 - Business Associate Agreement (BAA) (Attachment J)
- b) Vendor Response to Specifications and Requirements
- c) Security Vendor Readiness Assessment Report (VRAR)
- d) Architecture Diagrams
- e) Detailed Project Timeline
- f) Errata and Exceptions if any
- g) Vendor's License and Maintenance Agreements if any
- h) Vendor may attach other supporting materials that it feels may improve the quality of its response. These materials should be included as items in a separate appendix.

6.3.3 OFFER SUBMITTAL

Due Date: **10/14/2025**
Time: **2:00 PM Eastern Time**

IMPORTANT NOTE: It is the Vendor's sole responsibility to upload their offer to the Ariba Sourcing Module by the specified time and date of opening. Vendor shall bear the risk for late electronic submission due to unintended or unanticipated delay, including but not limited to internet issues, network issues, local power outages, or application issues. Vendor must include all the pages of this solicitation in their response.

Sealed offers, subject to the conditions made a part hereof, will be received until 2:00pm Eastern Time on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Offers must be submitted via the Ariba Sourcing Module with the Execution page signed and dated by an official authorized to bind the Vendor's firm. Failure to return a signed offer shall result in disqualification.

Attempts to submit a proposal via facsimile (FAX) machine, telephone, email, email attachments, or in any hardcopy format in response to this Bid SHALL NOT be accepted and will automatically be deemed Non-Responsive.

- a) Submit **one (1) signed, original electronic offer** through the Ariba Sourcing Module.
- b) The Ariba Sourcing Module document number is: WS1539941022
- c) All File names should start with the Vendor name first, in order to easily determine all the files to be included as part of the vendor's response. For example, files should be named as follows: Vendor Name-your file name.
- d) File contents **SHALL NOT** be password protected, the file formats must be in .PDF, .JPEG, .DOC or .XLS format, and shall be capable of being copied to other sources. Inability by the State to open the Vendor's files may result in the Vendor's offer(s) being rejected as Non-Responsive.
- e) If the vendor's proposal contains any confidential information (as defined in Attachment B, Section 2, Paragraph #17), then the vendor must provide one (1) signed, original electronic offer and one (1) redacted electronic copy.

For Vendor training on how to use the Ariba Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Ariba Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST

7.0 OTHER REQUIREMENTS AND SPECIAL TERMS

7.1 VENDOR UTILIZATION OF WORKERS OUTSIDE OF U.S.

Complete ATTACHMENT G - Location of Workers Utilized by Vendor and submit with your offer.

7.2 FINANCIAL STATEMENTS

The Vendor shall provide evidence of financial stability by returning with its offer 1) completed Financial Review Form (Attachment I), and 2) copies of Financial Statements as further described hereinbelow. As used herein, Financial Statements shall exclude tax returns and compiled statements.

- a) For a publicly traded company, Financial Statements for the past three (3) fiscal years, including at a minimum, income statements, balance sheets, and statement of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information shall be provided to the fullest extent possible, but not less than one year. If less than 3 years, the Vendor must explain the reason why they are not available.
- b) For a privately held company, when certified audited financial statements are not prepared: a written statement from the company's certified public accountant stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions that may affect the company's financial condition.
- c) The State may, in its sole discretion, accept evidence of financial stability other than Financial Statements for the purpose of evaluating Vendors' responses to this RFP. The State reserves the right to determine whether the substitute information meets the requirements for Financial Information sufficiently to allow the State to evaluate the sufficiency of financial resources and the ability of the business to sustain performance of this RFP award. Scope Statements issued may require the submission of Financial Statements and specify the number of years to be provided, the information to be provided, and the most recent date required.

7.3 FINANCIAL RESOURCES ASSESSMENT, QUALITY ASSURANCE, PERFORMANCE AND RELIABILITY - RESERVED

7.4 VENDOR'S LICENSE OR SUPPORT AGREEMENTS

Vendor should present its license or support agreements for review and evaluation. Terms offered for licensing and support of Vendors' proprietary assets will be considered.

The terms and conditions of the Vendor's standard services, license, maintenance or other agreement(s) applicable to Services, Software and other Products acquired under this RFP may apply to the extent such terms and conditions do not materially change the terms and conditions of this RFP. In the event of any conflict between the terms and conditions of this RFP and the Vendor's standard agreement(s), the terms and conditions of this RFP relating to audit and records, jurisdiction, choice of law, the State's electronic procurement application of law or administrative rules, the remedy for intellectual property infringement and the exclusive remedies and limitation of liability in the DIT Terms and Conditions herein shall apply in all cases and supersede any provisions contained in the Vendor's relevant standard agreement or any other agreement. The State shall not be obligated under any standard license and/or maintenance or other Vendor agreement(s) to indemnify or hold harmless the Vendor, its licensors, successors or assigns, nor arbitrate any dispute, nor pay late fees, penalties, legal fees or other similar costs.

7.5 RESELLERS - RESERVED

7.6 DISCLOSURE OF LITIGATION

The Vendor's failure to fully and timely comply with the terms of this section, including providing reasonable assurances satisfactory to the State, may constitute a material breach of the Agreement.

- a) The Vendor shall notify the State in its offer, if it, or any of its subcontractors, or their officers, directors, or key personnel who may provide Services under any contract awarded pursuant to this solicitation, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. The Vendor shall promptly notify the State of any criminal litigation, investigations or proceeding involving the Vendor or any subcontractor, or any of the foregoing entities' then current officers or directors during the term of the Agreement or any Scope Statement awarded to the Vendor.
- b) The Vendor shall notify the State in its offer, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments against it or its subcontractors during the three (3) years preceding its offer, or which may occur during the term of any awarded to the Vendor pursuant to this solicitation, that involve (1) Services or related goods similar to those provided pursuant to any contract and that involve a claim that may affect the viability or financial stability of the Vendor, or (2) a claim or written allegation of fraud by the Vendor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Vendor or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Vendor or subcontractor shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Vendor or subcontractor.
- c) All notices under subsection A and B herein shall be provided in writing to the State within thirty (30) calendar days after the Vendor learns about any such criminal or civil matters; unless such matters are governed by the DIT Terms and Conditions annexed to the solicitation. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such. Vendor may rely on good faith certifications of its subcontractors addressing the foregoing, which certifications shall be available for inspection at the option of the State.

7.7 CRIMINAL CONVICTION

In the event the Vendor, an officer of the Vendor, or an owner of a 25% or greater share of the Vendor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of North Carolina employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the

State, reflects upon the Vendor's business integrity and such vendor shall be prohibited from entering into a contract for goods or Services with any department, institution or agency of the State.

7.8 SECURITY AND BACKGROUND CHECKS

The Agency reserves the right to conduct a security background check or otherwise approve any employee or agent provided by the Vendor, and to refuse access to or require replacement of any such personnel for cause, including, but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with the Agency's security or other similar requirements.

All State and Vendor personnel that have access to data restricted by the State Security Manual and Policies must have a security background check performed. The Vendors are responsible for performing all background checks of their workforce and subcontractors. The State reserves the right to check for non-compliance.

7.9 ASSURANCES

In the event that criminal or civil investigation, litigation, arbitration or other proceedings disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of the Agreement, causes the State to be reasonably concerned about:

- a) the ability of the Vendor or its subcontractor to continue to perform the Agreement in accordance with its terms and conditions, or
- b) whether the Vendor or its subcontractor in performing Services is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute a breach of the Agreement or violation of law, regulation or public policy, then the Vendor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that: the Vendor or its subcontractors hereunder will be able to continue to perform the Agreement in accordance with its terms and conditions, and the Vendor or its subcontractors will not engage in conduct in performing Services under the Agreement which is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings.

7.10 CONFIDENTIALITY OF OFFERS

All offers and any other RFP responses shall be made public as required by the NC Public Records Act and GS 143B-1350. Vendors may mark portions of offers as confidential or proprietary, after determining that such information is excepted from the NC Public Records Act, provided that such marking is clear and unambiguous and preferably at the top and bottom of each page containing confidential information. Standard restrictive legends appearing on every page of an offer are not sufficient and shall not be binding upon the State.

Certain State information is not public under the NC Public Records Act and other laws. Any such information which the State designates as confidential and makes available to the Vendor in order to respond to the RFP or carry out the Agreement, or which becomes available to the Vendor in carrying out the Agreement, shall be protected by the Vendor from unauthorized use and disclosure. The Vendor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Vendor without restriction, (3) information independently developed or acquired by the Vendor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Vendor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

7.11 PROJECT MANAGEMENT- RESERVED

7.12 MEETINGS

The Vendor, at the request of the State, is required to meet with the State weekly for day to day operations, address issues, and problem solve the issues that come up. The Vendor is also required to meet with the QuitlineNC Stakeholders monthly to review monthly reports, discuss Vendor and State performance and other pertinent information. Finally, at the request of the State, the Vendor is required to meet with the State quarterly for Project Review meetings. The purpose of these meetings will be to review project progress

reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

7.14 RECYCLING AND SOURCE REDUCTION

It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of goods purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of the purchasers at the NCDIT Statewide IT Procurement Office those products or packaging they offer which have recycled content and that are recyclable.

7.15 SPECIAL TERMS AND CONDITIONS - RESERVED

ATTACHMENT A: DEFINITIONS

- 1) **24x7:** A statement of availability of systems, communications, and/or supporting resources every hour (24) of each day (7 days weekly) throughout every year for periods specified herein. Where reasonable downtime is accepted, it will be stated herein. Otherwise, 24x7 implies NO loss of availability of systems, communications, and/or supporting resources.
- 2) **Agency:** The NC Department of Health and Human Services, Division of Public Health, Tobacco Prevention and Control Branch
- 3) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.
- 4) **Campaign for Tobacco Free Kids:** an American non-profit membership organization headquartered in Washington, D.C., that advocates in favor of reducing tobacco consumption.
- 5) **CDC:** The Centers for Disease Control and Prevention
- 6) **CDC Foundation Cross Sectional Study:** rapid data collection to determine tobacco use of young people in 2021
- 7) **Client Database:** for the purposes of this RFP, a Client Database is a complete set of data points collected from each QuitlineNC participant including but not limited to demographic and insurance data, referrals made, etc.
- 8) **Clinical Director:** the Clinical Director is responsible for developing and updating the general institutional policy, protocols, and procedures and must ensure that adequate implementation of these processes is achieved according to predefined medical standards.
- 9) **Combination Nicotine Replacement Therapy or Combination Therapy:** Nicotine patch to diminish withdrawals from nicotine addiction plus a short acting NRT such as nicotine gum or nicotine lozenge to decrease urges and cravings.
- 10) **Contractor:** Awarded Vendor
- 11) **Cybersecurity Incident (GS 143B-1320):** An occurrence that:
 - a. Actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or
 - b. Constitutes a violation or imminent threat of violation of law, security policies, privacy policies, security procedures, or acceptable use policies.
- 12) **Data Dictionary:** a Data Dictionary is a document that describes the structure, content (e.g., fields and values), and meaning of data in a database. It includes definitions and attributes of each data element.
- 13) **Deliverables:** Deliverables, as used herein, shall comprise all Hardware, Vendor Services, professional Services, Software and provided modifications to any Software, and incidental materials, including any goods, Software or Services access license, data, reports and documentation provided or created during the performance or provision of Services hereunder. Deliverables include "Work Product" and means any expression of Licensor's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information; but not source and object code or software.
- 14) **Department or DHHS:** The North Carolina Department of Health and Human Services
- 15) **Direct Partnership Contract:** Partnership contract where QuitlineNC Vendor will work with the Division Contract Administrator to provide Quitline services to members of Third-Party Payers such as Medicaid Prepaid Health Plans, health plans and large employers through a direct contract with the payers that is at a minimum of services provided by the state QuitlineNC and provision of all participants raw data extracts including identified data to the TPC Branch for evaluation purposes. With these contracts the Division Contract Administrator will be provided with the same aggregate reports provided to the Third-Party Payers;

and provide Medicaid Standing Order along with a two-week supply of combination NRT that will be charged to the state.

- 16) Division Contract Administrator:** Person identified by TPC Branch to administer contract, serve as point of contact, and monitor day to day operations.
- 17) DPH Physician:** The physician of the department who supervises all medical aspects of the nicotine replacement therapy programs , pursuant to G.S. 90-18.6.
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_90/GS_90-18.6.html.
- 18) EHR or EMR:** Electronic health record or electronic medical record is the systematized collection of patient and population electronically-stored health information in a digital format. These records can be shared across different health care settings.
- 19) ENDS:** Electronic nicotine delivery systems that include a diverse group of devices that allow users to inhale an aerosol produced by heating a liquid solution, which typically contains nicotine, flavorings, solvents and other additives.
- 20) E-PROCUREMENT SERVICE(S):** The program, system, and associated Services through which the State conducts electronic procurement.
- 21) Fax Referral Program:** For the purposes of this RFP, a referral process (see a referral in definitions) using a developed Fax Form to be sent by a referrer (e.g., practitioner, health care provider, community health worker) to the QuitlineNC vendor using a facsimile machine or electronically through the EHR. The process also includes sending results of contact by the vendor to the referrer if the referrer is HIPAA compliant.
- 22) FHIR:** Fast Healthcare Interoperability Resources is a standard that defines how healthcare information can be exchanged between different computer systems regardless of how it is stored in those systems.
- 23) Goods:** Includes intangibles such as computer software; provided, however that this definition does not modify the definition of “goods” in the context of N.C.G.S. §25-2-105 (UCC definition of goods).
- 24) Happy Caller Line:** Phone number for QuitlineNC participants to call regarding their experience with QuitlineNC services.
- 25) Helpline:** An evidence-based comprehensive service providing both Proactive and Reactive programs for participants to assist them with addiction, mental health, or health issues. E.g., QuitlineNC and other similar tobacco cessation services; Problem Gambling Helpline; Breastfeeding Assistance Helpline.
- 26) HIE:** Health Information Exchange; A secure and electronic network that gives authorized healthcare professionals the ability to access and share health-related information across the state.
- 27) HIPAA:** Health Insurance Portability and Accountability Act of 1996.
- 28) HL7v2 or 3:** Set of international standards for transfer of clinical and administrative data between software applications used by various healthcare providers.
- 29) Hours of Live Response:** Hours in Eastern Time during which the Vendor will staff QuitlineNC to receive incoming calls, texts, and chat and provide assistance to participants in real time.
- 30) Indirect Partnership Contract:** Partnership contract where vendor will work with the Division Contract Administrator to provide Quitline services to members of other Third-Party Payers as requested by TPC Branch and/or the North Carolina Public Health Association (NCPHA). These other payers will consist of health plans and employers of various sizes at least 500 covered lives. The Vendor will need to enter into a contract or continue the contract with the NCPHA to provide Quitline services to new payers beginning December 1, 2025. The partnership will ask the Vendor if they can agree to the following:
- 1)** Begin services for the Third-Party Payers (Client) within 40 business days upon notification of an agreement between the NCPHA and the cost-sharing Client.
 - 2)** Provide to NCPHA and a copy to the Division Contract Administrator a monthly invoice with report of participants receiving services; and if requested by the NCPHA, the level of services utilized by the different Clients.
 - 3)** Provide custom monthly aggregate reports to TPC Branch by Client for services provided. Monthly reports shall also include the number of participants served by month and year to date, as well as method of entry, quit program, and how heard about.
- 31) LGBTQ:** Lesbian, Gay, Bisexual, Transgender, Queer

- 32) Medical Director:** the Medical Director is a licensed physician responsible for medical supervision and overall regulation of all medical essential functions provided.
- 33) Multiple-session proactive support program:** coaching intervention where Quit Coach initiates at least three outbound sessions beyond the initial coaching session provided to the tobacco user. The Quitline staff contacts the tobacco user at agreed upon times to continue tailored quit plan, support and answer questions.
- 34) NAQC:** North American Quitline Consortium.
- 35) NAQC Minimum Data Set:** A standardized list of required and optional questions to be asked of QuitlineNC callers at intake and seven-month follow-up. The NAQC Minimum Data Set is routinely updated and approved by members of the North American Quitline Consortium.
- 36) NC:** North Carolina.
- 37) NCDIT or DIT:** The NC Department of Information Technology.
- 38) NCPHA:** North Carolina Public Health Association.
- 39) NC Youth Tobacco Survey:** a school-based survey that collects information on tobacco use from middle school (grades 6 to 8) and high school (grades 9 to 12) students.
- 40) NRT:** nicotine replacement therapy
- 41) Open Market Contract:** A contract for the purchase of goods or Services not covered by a term, technical, or convenience contract.
- 42) Outbound Reinrollment:** Contacting individuals who were previously enrolled in QuitlineNC services who were unable to complete the program or were unsuccessful in quitting with the goal of reenrollment.
- 43) PREPAID HEALTH PLANS:** A prepaid health plan (PHP) is a managed care organization. As directed by the General Assembly, the Department will delegate direct management of physical health, behavioral health and pharmacy services, and financial risks to PHPs. PHPs will receive a monthly, actuarially sound, capitated payment and will contract with providers to deliver health services to their Members. The Department will monitor and oversee the administrative, operational, clinical, and financial function of the PHPs to ensure adherence to the PHP's contract and the Department's expectations.
- 44) PROACTIVE CALL:** Outbound telephone contact from the Quitline vendor staff (i.e., Quit Coach) to the tobacco user initiated by the Vendor to provide counseling or registration into a counseling program.
- 45) PROXY CALLER:** A type of registered caller that is a friend or family member of a current tobacco user or a recent quitter of a tobacco product requesting information about the QuitlineNC services and/or request cessation materials.
- 46) QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- 47) Quality Assurance:** The systematic process of ensuring that services meet specified quality standards and customer expectations. It involves the development and implementation of policies, procedures, and methodologies to monitor and improve the quality of processes and deliverables.
- 48) Quality Improvement:** A continuous and ongoing effort to achieve measurable improvements in the efficiency, effectiveness, performance, accountability, outcomes, and other indicators of quality in services or processes which achieve equity and improve the health of the community.
- 49) QUIT COACH:** Vendor staff who provides participant-focused behavior change services via the telephone, text or web chat to support QuitlineNC participants' process to quit tobacco use.
- 50) Quit Coach Supervisor:** Vendor staff who provides supervision and guidance to Quit Coaches.
- 51) Cessation Materials:** Self-help quit tobacco materials that augment the Quitline program sent by the Vendor to registered participants and Proxy Callers. May include personalized letters, education materials, etc.

- 52) QUIT RATES:** Measurement term for percentage of tobacco users that have stopped using tobacco. Quit rates are broken out into two types: responder quit rates and intent-to-treat quit rates. The responder quit rate does not account for the tobacco use status of survey non-responders and thus overestimates the true quit rate among all QuitlineNC participants. Intent-to-treat quit rates assume that all survey non-responders are continued tobacco users, and thus underestimates the true quit rate among all QuitlineNC participants.
- 53) QuitlineNC:** An evidence-based comprehensive tobacco-use cessation service via a toll-free, integrated tobacco-use telephone, text, and web service , providing both Proactive and Reactive programs for residents of North Carolina.
- 54) Reactive program:** program where participants reach out to vendor services.
- 55) Reasonable, Necessary or Proper:** as used herein shall be interpreted solely by the State of North Carolina.
- 56) Referral:** for the purposes of this RFP, a Referral is the act of sending a person or their contact information to QuitlineNC for services. E.g., a physician may provide a referral to a patient to contact QuitlineNC for tobacco cessation services.
- 57) Request for Proposal (RFP):** The RFP is a formal, written solicitation document typically used for seeking competition and obtaining offers for more complex services or a combination of goods and services. The RFP is used when the value is over \$10,000. This document contains specifications of the RFP, instructions to bidders and the standard IT Terms and Conditions for Goods and Related Services. User should add Supplemental Terms and Conditions for Software and Services, when applicable.
- 58) Scientific Panel or Advisory Board:** A panel of subject matter experts that advise on services, protocols and content based on evidence-based research.
- 59) Security Breach:** As defined in N.C.G.S. §75-61.
- 60) Secret Shopper:** An evaluation process conducted by TPCB to sample and report about the patient experience or other issues with quitline services of the vendor.
- 61) SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- 62) SESSION:** An interaction between a participant and a Quit Coach that can occur through a telephone call, web chat, or text message. Sessions are only billable when completed, which is defined as a Quit Coach having been able to discuss tobacco use with the member to help them develop or maintain their quit plan.
- 63) SEVEN MONTH FOLLOW-UP REPORT:** A report made by the Vendor seven months following a participant's registration for Quitline services (or date of first contact). This is equivalent to the 6-month quit-rate measurement commonly used in clinical trials and much of the literature. It is also used to measure participant satisfaction. However, because most clinical trials measure abstinence from the end of treatment and because it can often be difficult to determine exactly when the end of treatment occurs in a real-world Quitline setting, the seven-month timeframe allows for one month of treatment and a six month measurement from the approximated end of treatment.
- 64) SFTP:** Secured Shell (SSH) File Transfer Protocol, or Secure File Transfer Protocol; a separate protocol packaged with SSH that works in a similar way over a secure connection.
- 65) SHS:** secondhand smoke
- 66) Significant Security Incident (GS 143B-1320):** A cybersecurity incident that is likely to result in demonstrable harm to the State's security interests, economy, critical infrastructure, or to the public confidence, civil liberties, or public health and safety of the residents of North Carolina. A significant cybersecurity incident is determined by the following factors:

- a. Incidents that meet thresholds identified by the Department jointly with the Department of Public Safety that involve information:
 - i. That is not releasable to the public and that is restricted or highly restricted according to Statewide Data Classification and Handling Policy; or
 - ii. That involves the exfiltration, modification, deletion, or unauthorized access, or lack of availability to information or systems within certain parameters to include (i) a specific threshold of number of records or users affected as defined in G.S. 75-65 or (ii) any additional data types with required security controls.
- b. Incidents that involve information that is not recoverable or cannot be recovered within defined timelines required to meet operational commitments defined jointly by the State agency and the Department or can be recovered only through additional measures and has a high or medium functional impact to the mission of an agency.

67) State: The State of North Carolina, including any of its sub-units recognized under North Carolina law.

68) STATE OF EMERGENCY: This declaration authorizes the Governor to speed State agency assistance to communities in need. It enables him to make resources immediately available to rescue, evacuate, shelter, and provide essential commodities (i.e., heating fuel, food etc.).

69) STATE AGENCY: Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.

70) STATE BUSINESS DAY: Monday through Friday 8:00am – 5:00pm (Eastern Time), except State Holidays as defined by the Office of State Personnel at <http://www.osp.state.nc.us/holsched.htm>.

71) SOW: Scope of Work

72) THIRD-PARTY PAYER: An organization, public or private, that pays or insures medical expenses (in this case, QuitlineNC services) on behalf of enrollees. Third-Party Payers are distinguished by the separation among the individual receiving the service (the first party), the individual or institution providing it (the second party), and the organization paying for it (third party).

73) TOBACCO PRODUCTS: (a) Tobacco product. - Any product that contains tobacco and is intended for human consumption. For purposes of this section, the term includes a tobacco-derived product, vapor product, or components of a tobacco, tobacco-derived, or vapor product. (b) Vapor product. - Any noncombustible product that employs a mechanical heating element, battery, or electronic circuit regardless of shape or size and that can be used to heat a liquid nicotine solution or e-liquid contained in a vapor cartridge. The term includes an electronic cigarette, electronic cigar, electronic cigarillo, and electronic pipe. Tobacco products does not include any product regulated by the United States Food and Drug Administration under Chapter V of the federal Food, Drug, and Cosmetic Act.

74) TOBACCO USERS: Individuals who self-report having smoked tobacco (e.g., cigarettes, cigars), used smokeless tobacco, and/or vaped using an electronic nicotine delivery system with the past 30 days.

75) TPC BRANCH: Tobacco Prevention and Control Branch in the Division of Public Health

76) Uniform Commercial Code: A method of giving notice of a security interest in personal property to interested third parties. The method adopted is a "notice" filing system.

77) U.S. Public Health Service: a collection of agencies of the Department of Health and Human Services concerned with public health.

78) U.S. Surgeon General: the person who oversees the U.S. Public Health Service and is chosen by the U.S. President.

79) Vendor: Company, firm, corporation, partnership, individual, etc., submitting an offer in response to a solicitation.

80) WARM TRANSFER: Simultaneous transfer of a telephone call and its associated data from one Quitline to another Quitline or service.

ATTACHMENT B: DEPARTMENT OF INFORMATION TECHNOLOGY TERMS AND CONDITIONS

Section 1. General Terms and Conditions Applicable to All Purchases

1) **DEFINITIONS:** As used herein;

Agreement means the contract awarded pursuant to this RFP.

Data shall mean and include all information, materials, data, and other content provided to the Vendor by the State, the State's employees, the State's agents, or by those persons using the Vendor's Quitline Services and managed by the Vendor during Vendor's provision of Services from acquisition to utilization including, without limitation, collecting, analyzing, reporting, delivering, or processing. The term "Data" is used interchangeably with "State Data."

Deliverable/Product Warranties shall mean and include the warranties provided for products or deliverables licensed to the State in Section 2, Paragraph 2 of these Terms and Conditions unless superseded by a Vendor's Warranties pursuant to Vendor's License or Support Agreements.

Purchasing State Agency or Agency shall mean the Agency purchasing the goods or Services.

Services shall mean the duties and obligations undertaken by the Vendor under, and to fulfill, the specifications, requirements, terms and conditions of the Agreement.

State shall mean the State of North Carolina, the Department of Information Technology (DIT), or the Purchasing State Agency in its capacity as the Contracting Agency, as appropriate.

- 2) **STANDARDS:** Any Deliverables shall meet all applicable State and federal requirements, such as State or Federal Regulation, and NC State Chief Information Officer's (CIO) policy or regulation. Vendor will provide and maintain a quality assurance system or program that includes any Deliverables and will tender or provide to the State only those Deliverables that have been inspected and found to conform to the RFP specifications. All Deliverables are subject to operation, certification, testing and inspection, and any accessibility specifications.
- 3) **WARRANTIES:** Unless otherwise expressly provided, any goods Deliverables provided by the Vendor shall be warranted for a period of 90 days after acceptance.
- 4) **SUBCONTRACTING:** The Vendor may subcontract the performance of required Services with Resources under the Agreement only with the prior written consent of the State contracting authority. Vendor shall provide the State with complete copies of any agreements made by and between Vendor and all subcontractors. The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor and the Agreement. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the Agreement; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.
- 5) **TRAVEL EXPENSES:** All travel expenses should be included in the Vendor's proposed costs. Separately stated travel expenses will not be reimbursed. In the event that the Vendor, upon specific request in writing by the State, is deemed eligible to be reimbursed for travel expenses arising under the performance of the Agreement, reimbursement will be at the out-of-state rates set forth in N.C.G.S. §138-6; as amended from time to time. Vendor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Vendor incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt and shall be paid by the State within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State will reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing Services under the Agreement.
- 6) **GOVERNMENTAL RESTRICTIONS:** In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Vendor shall provide written notification of the necessary alteration(s) to the Agency Contract Administrator. The State reserves the right to accept any such alterations, including any price

adjustments occasioned thereby, or to cancel the Agreement. The State may advise Vendor of any restrictions or changes in specifications required by North Carolina legislation, rule or regulatory authority that require compliance by the State. In such event, Vendor shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date specified by the State, the State may terminate the Agreement and compensate Vendor for sums then due under the Agreement.

- 7) **PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES:** Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any Contract or award issued by the State. Vendor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any Contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the Agreement or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign the Agreement and bind the Party to the terms and conditions of this RFP. Vendor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of the Agreement; obligation or Contract for future award of compensation as an inducement or consideration for making the Agreement. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the Vendor(s) as permitted by 9 NCAC 06B.1206, or other provision of law.
- 8) **AVAILABILITY OF FUNDS:** Any and all payments to Vendor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Agency for the purposes set forth in the Agreement. If the Agreement or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Agency's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Agreement or Purchase Order. If the term of the Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is expressly contingent upon the appropriation, allocation and availability of funds by the N.C. Legislature for the purposes set forth in this RFP. If funds to effect payment are not available, the Agency will provide written notification to Vendor. If the Agreement is terminated under this paragraph, Vendor agrees to take back any affected Deliverables and software not yet delivered under the Agreement, terminate any Services supplied to the Agency under the Agreement, and relieve the Agency of any further obligation thereof. The State shall remit payment for Deliverables and Services accepted prior to the date of the aforesaid notice in conformance with the payment terms.
- 9) **ACCEPTANCE PROCESS:**
- a) The State shall have the obligation to notify Vendor, in writing ten calendar days following provision, performance (under a provided milestone or otherwise as agreed) or delivery of any Services or other Deliverables described in the Agreement that are not acceptable.
 - b) Acceptance testing is required for all Vendor supplied software and software or platform services unless provided otherwise in the solicitation documents or a Statement of Work. The State may define such processes and procedures as may be necessary or proper, in its opinion and discretion, to ensure compliance with the State's specifications, and Vendor's Product Warranties and technical representations. The State shall have the obligation to notify Vendor, in writing and within thirty (30) days following installation of any software deliverable if it is not acceptable.
 - c) Acceptance of Services or other Deliverables including software or platform services may be controlled by an amendment hereto, or additional terms as agreed by the Parties consistent with IT Project management under GS §143B-1340.
 - d) The notice of non-acceptance shall specify in reasonable detail the reason(s) a Service or given Deliverable is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final acceptance is expressly conditioned upon completion of any applicable inspection and testing procedures. Should a Service or Deliverable fail to meet any specifications or acceptance criteria, the State may exercise any and all rights hereunder. Services or Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects or errors contained in the Services or Deliverables or non-compliance with the specifications were not reasonably ascertainable upon initial inspection. If the Vendor fails to promptly cure or correct the defect or replace or re-perform the Services or Deliverables, the State reserves the right to cancel the Purchase Order, contract with a different Vendor, and to invoice the original Vendor for any differential in price over the original Contract price.

- 10) PAYMENT TERMS:** Monthly Payment terms are Net 30 days after receipt of correct invoice (with completed timesheets for Vendor personnel) and acceptance of one or more of the Deliverables, under milestones or otherwise as may be provided in Paragraph 9 (Acceptance), or elsewhere in this solicitation, unless a period of more than thirty (30) days is required by the Agency. The Purchasing State Agency is responsible for all payments under the Agreement. No additional charges to the Agency will be permitted based upon, or arising from, the Agency's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 *et. seq.* of the N.C. General Statutes and applicable Administrative Rules. Upon Vendor's written request of not less than thirty (30) days and approval by the State or Agency, the Agency may:
- Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or
 - Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however
 - In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations.
- 11) EQUAL EMPLOYMENT OPPORTUNITY:** Vendor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.
- 12) ADVERTISING/PRESS RELEASE:** The Vendor absolutely shall not publicly disseminate any information concerning the Agreement without prior written approval from the State or its Agent. For the purpose of this provision of the Agreement, the Agent is the Purchasing Agency Contract Administrator unless otherwise named in the solicitation documents.
- 13) LATE DELIVERY:** Vendor shall advise the Agency contact person or office immediately upon determining that any Deliverable will not, or may not, be delivered or performed at the time or place specified. Together with such notice, Vendor shall state the projected delivery time and date. In the event the delay projected by Vendor is unsatisfactory, the Agency shall so advise Vendor and may proceed to procure the particular substitute Services or other Deliverables.
- 14) ACCESS TO PERSONS AND RECORDS:** Pursuant to N.C.G.S. §147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of the Agreement or to costs charged to the Agreement. The Vendor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of the Agreement. Additional audit or reporting requirements may be required by any Agency, if in the Agency's opinion, such requirement is imposed by federal or state law or regulation. The Joint Legislative Commission on Governmental Operations and the legislative employees whose primary responsibility is to provide professional or administrative services to the Commission may audit the records of the Vendor during and after the term of this Agreement to verify accounts and data affecting fees or performance in accordance with Chapter 120, Article 13.
- 15) ASSIGNMENT:** Vendor may not assign the Agreement or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm the Agreement attorning and agreeing to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under the Agreement. An assignment may be made, if at all, in writing by the Vendor, Assignee and the State setting forth the foregoing obligation of Vendor and Assignee.
- 16) INSURANCE COVERAGE:** During the term of the Agreement, the Vendor 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 Agreement. As a minimum, the Vendor shall provide and maintain the following coverage and limits:
- Worker's Compensation** - The Vendor 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 \$100,000.00, covering all of Vendor's employees who are engaged in any work under the Agreement. If any work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Agreement; and
 - Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit (Defense cost shall be in excess of the limit of liability); and
 - Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Agreement. The minimum combined single limit shall be

\$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment; and

- d) Providing and maintaining adequate insurance coverage described herein is a material obligation of the Vendor and is of the essence of the Agreement. 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 Vendor 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 the Agreement. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Agreement.

17) DISPUTE RESOLUTION: The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Agency Contract Administrator for decision. A claim by the State shall be submitted in writing to the Vendor's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under the Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under the Agreement, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

18) CONFIDENTIALITY: In accordance with N.C.G.S. §§ 143B-1350(e) and 143B-1375, and 09 NCAC 06B.0103 and 06B.1001, the State may maintain the confidentiality of certain types of information described in N.C.G.S. §132-1 *et seq.* Such information may include trade secrets defined by N.C.G.S. §66-152 and other information exempted from the Public Records Act pursuant to N.C.G.S. §132-1.2. Vendor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL**". By so marking any page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. **However, under no circumstances shall price information be designated as confidential.** The State may serve as custodian of Vendor's confidential information and not as an arbiter of claims against Vendor's assertion of confidentiality. If an action is brought pursuant to N.C.G.S. §132-9 to compel the State to disclose information marked confidential, the Vendor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Vendor with respect to the disclosure of Vendor's confidential information ordered by a court of competent jurisdiction pursuant to N.C.G.S. §132-9 or other applicable law.

- a) Care of Information: Vendor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the State or the Agency during performance of any contractual obligation from loss, destruction or erasure. Vendor agrees to abide by all facilities and security requirements and policies of the agency where work is to be performed. Any Vendor personnel shall abide by such facilities and security requirements and shall agree to be bound by the terms and conditions of the Agreement.
- b) Vendor warrants that all its employees and any approved third party Vendors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Vendor will, upon request of the State, verify and produce true copies of any such agreements. Production of such agreements by Vendor may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Vendor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in N.C.G.S. §132-1 *et seq.* The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the State for Vendor's execution. The State may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal

Regulations, and any future regulations imposed upon the Department of Information Technology or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.

- c) Nondisclosure: Vendor agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors, shall hold all information received during performance of the Agreement in the strictest confidence and shall not disclose the same to any third party without the express written approval of the State.
- d) The Vendor shall protect the confidentiality of all information, data, instruments, studies, reports, records and other materials provided to it by the Agency or maintained or created in accordance with this Agreement. No such information, data, instruments, studies, reports, records and other materials in the possession of Vendor shall be disclosed in any form without the prior written consent of the State Agency. The Vendor will have written policies governing access to and duplication and dissemination of all such information, data, instruments, studies, reports, records and other materials.
- e) All project materials, including software, data, and documentation created during the performance or provision of Services hereunder that are not licensed to the State or are not proprietary to the Vendor are the property of the State of North Carolina and must be kept confidential or returned to the State, or destroyed. Proprietary Vendor materials shall be identified to the State by Vendor prior to use or provision of Services hereunder and shall remain the property of the Vendor. Derivative works of any Vendor proprietary materials prepared or created during the performance of provision of Services hereunder shall be subject to a perpetual, royalty free, nonexclusive license to the State.

19) DEFAULT: In the event Services or other Deliverable furnished or performed by the Vendor during performance of any Contract term fail to conform to any material requirement(s) of the Contract specifications, notice of the failure is provided by the State and if the failure is not cured within ten (10) days, or Vendor fails to meet the requirements of Paragraph 9) herein, the State may cancel the contract. Default may be cause for debarment as provided in 09 NCAC 06B.1206. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

- a) If Vendor fails to deliver or provide correct Services or other Deliverables within the time required by the Agreement, the State shall provide written notice of said failure to Vendor, and by such notice require performance assurance measures pursuant to N.C.G.S. 143B-1340(f). Vendor is responsible for the delays resulting from its failure to deliver or provide services or other Deliverables.
- b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences resulting from the State's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's offer documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.
- c) Vendor shall provide a plan to cure any delay or default if requested by the State. The plan shall state the nature of the delay or default, the time required for cure, any mitigating factors causing or tending to cause the delay or default, and such other information as the Vendor may deem necessary or proper to provide.
- d) If the prescribed acceptance testing stated in the Solicitation Documents or performed pursuant to Paragraph 9) of the DIT Terms and Conditions is not completed successfully, the State may request substitute Software, cancel the portion of the Contract that relates to the unaccepted Software, or continue the acceptance testing with or without the assistance of Vendor. These options shall remain in effect until such time as the testing is successful or the expiration of any time specified for completion of the testing. If the testing is not completed after exercise of any of the State's options, the State may cancel any portion of the contract related to the failed Software and take action to procure substitute software. If the failed software (or the substituted software) is an integral and critical part of the proper completion of the work for which the Deliverables identified in the solicitation documents or statement of work were acquired, the State may terminate the entire contract.

20) WAIVER OF DEFAULT: Waiver by either party of any default or breach by the other Party shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification or novation of the terms of the Agreement, unless so stated in writing and signed by authorized representatives of the Agency and the Vendor, and made as an amendment to the Agreement pursuant to Paragraph 40) herein below.

21) TERMINATION: Any notice or termination made under the Agreement shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.

- a) The parties may mutually terminate the Agreement by written agreement at any time.
- b) The State may terminate the Agreement, in whole or in part, pursuant to Paragraph 19), or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:
 - i) Termination for Cause: In the event any goods, software, or service furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or Services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 22) and 23) herein. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of the Agreement; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.
 - ii) Termination For Convenience Without Cause: The State may terminate service and indefinite quantity contracts, in whole or in part by giving thirty (30) days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Deliverables provided and Services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the State the Agency will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.
 - iii) Consistent failure to participate in problem resolution meetings, two (2) consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the Agreement.

22) LIMITATION OF VENDOR'S LIABILITY:

- a) Where Deliverables are under the State's exclusive management and control, the Vendor shall not be liable for direct damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the Deliverables. Vendor shall not be responsible for any damages that arise from (i) misuse or modification of Vendor's Software by or on behalf of the State, (ii) the State's failure to use corrections or enhancements made available by Vendor, (iii) the quality or integrity of data from other automated or manual systems with which the Vendor's Software interfaces, (iv) errors in or changes to third party software or hardware implemented by the State or a third party (including the vendors of such software or hardware) that is not a subcontractor of Vendor or that is not supported by the Deliverables, or (vi) the operation or use of the Vendor's Software not in accordance with the operating procedures developed for the Vendor's Software or otherwise in a manner not contemplated by this Agreement.
- b) The Vendor's liability for damages to the State arising under the contract shall be limited to two (2) times the value of the Contract.
- c) The foregoing limitation of liability shall not apply to claims covered by other specific provisions including but not limited to Service Level Agreement or Deliverable/Product Warranties pursuant to Section II, 2) of these Terms and Conditions, or to claims for injury to persons or damage to tangible personal property, gross negligence or willful or wanton conduct. This limitation of liability does not apply to contributions among joint tortfeasors under N.C.G.S. 1B-1 *et seq.*, the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on the Agreement. For avoidance of doubt, the Parties agree that the Service Level Agreement and Deliverable/Product Warranty Terms in the Contract are intended to provide the sole and exclusive remedies available to the State under the Contract for the Vendor's failure to comply with the requirements stated therein.

23) VENDOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Vendor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of the State, employees of the State, persons designated by the State for training, or person(s) other than agents or employees of the Vendor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Vendor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Vendor.

- b) The Vendor agrees to indemnify, defend and hold the Agency and the State and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying work, Services, materials or supplies in connection with the performance of the Agreement, whether tangible or intangible, arising out of the ordinary negligence, wilful or wanton negligence, or intentional acts of the Vendor, its officers, employees, agents, assigns or subcontractors.
- c) Vendor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Vendor.
- 24) TIME IS OF THE ESSENCE:** Time is of the essence in the performance of the Agreement.
- 25) DATE AND TIME WARRANTY:** The Vendor warrants that any Deliverable, whether Services, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs, modifies or affects any date and/or time data recognition function, calculation, or sequencing, will still enable the modified function to perform accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract.
- 26) INDEPENDENT CONTRACTORS:** Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of the State. The Agreement shall not operate as a joint venture, partnership, trust, agency or any other similar business relationship.
- 27) TRANSPORTATION:** Transportation of any tangible Deliverables shall be FOB Destination; unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the Purchasing State Agency. In cases where parties, other than the Vendor ship materials against this order, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.
- 28) NOTICES:** Any notices required under the Agreement should be delivered to the Contract Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier or by hand.
- 29) TITLES AND HEADINGS:** Titles and Headings in the Agreement are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.
- 30) AMENDMENT:** The Agreement may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the State and Vendor in conformance with Paragraph 36) herein.
- 31) TAXES:** The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of the Agreement. Applicable State or local sales taxes shall be invoiced as a separate item.
- 32) GOVERNING LAWS, JURISDICTION, AND VENUE:**
- a) The Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina and applicable Administrative Rules. The place of the Agreement or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to the Agreement, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.
- b) Except to the extent the provisions of the Contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern the Agreement. To the extent the Contract entails both the supply of "goods" and "Services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such Services as "goods" would result in a clearly unreasonable interpretation.
- 33) FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

- 34) COMPLIANCE WITH LAWS:** The Vendor 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.
- 35) SEVERABILITY:** In the event that a court of competent jurisdiction holds that a provision or requirement of the Agreement 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 Agreement shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.
- 36) CHANGES:** The Agreement and subsequent purchase order(s) is awarded subject to the provision of the specified Services and the shipment or provision of other Deliverables as specified herein. Any changes made to the Agreement or purchase order proposed by the Vendor are hereby rejected unless accepted in writing by the Agency or State Award Authority. The State shall not be responsible for Services or other Deliverables delivered without a purchase order from the Agency or State Award Authority.
- 37) FEDERAL INTELLECTUAL PROPERTY BANKRUPTCY PROTECTION ACT:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.
- 38) ELECTRONIC PROCUREMENT (Applies to all contracts that include E-Procurement and are identified as such in the body of the solicitation document):** Purchasing shall be conducted through the Statewide E-Procurement Services. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Services. The Vendor shall register for the Statewide E-Procurement Services within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of the Agreement.
- a) **The successful Vendor(s) shall pay a transaction fee of 1.75% (.0175) on the total dollar amount (excluding sales taxes) of each purchase order issued through the Statewide E-Procurement Service.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall neither be charged to nor paid by the State, or by any State approved users of the contract. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the Vendor for the Services rendered by the Supplier Manager under the Agreement. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.
 - b) Vendor, or its authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, Vendor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Vendor. If payment of the transaction fee invoice is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.
 - c) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Services. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, offers received, evaluation of offers received, award of Contract, and the payment for goods delivered.
 - d) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges for

such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the state and the Supplier Manager to mitigate and correct any security breach.

39) PATENT, COPYRIGHT, AND TRADE SECRET PROTECTION:

- a) Vendor has created, acquired or otherwise has rights in, and may, in connection with the performance of Services for the State, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Vendor technology"). To the extent that any Vendor technology is contained in any of the Services or Deliverables including any derivative works, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor technology in connection with the Services or Deliverables for the State's purposes.
- b) Vendor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Vendor's internal use to non-confidential deliverables first originated and prepared by the Vendor for delivery to the State.
- c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Services or other Deliverables supplied by the Vendor, or the operation of such pursuant to a current version of vendor-supplied software, infringes a patent, or copyright or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded against the State in any such action; damages shall be limited as provided in N.C.G.S. 143B-1350(h1). Such defense and payment shall be conditioned on the following:
 - i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
 - ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.
- d) Should any Services or other Deliverables supplied by Vendor, or the operation thereof become, or in the Vendor's opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, the State shall permit the Vendor, at its option and expense, either to procure for the State the right to continue using the Services or Deliverables, or to replace or modify the same to become non-infringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such Services or Deliverables by the State shall be prevented by injunction, the Vendor agrees to take back any goods/hardware or software, and refund any sums the State has paid Vendor less any reasonable amount for use or damage and make every reasonable effort to assist the state in procuring substitute Services or Deliverables. If, in the sole opinion of the State, the return of such infringing Services or Deliverables makes the retention of other Services or Deliverables acquired from the Vendor under the agreement impractical, the State shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Vendor agrees to take back Services or Deliverables and refund any sums the State has paid Vendor less any reasonable amount for use or damage.
- e) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation (i) results from the State's alteration of any Vendor-branded Service or Deliverable, or (ii) results from the continued use of the good(s) or services and other Services or Deliverables after receiving notice they infringe a trade secret of a third party.
- f) Nothing stated herein, however, shall affect Vendor's ownership in or rights to its preexisting intellectual property and proprietary rights.

40) UNANTICIPATED TASKS In the event that additional work must be performed that was wholly unanticipated, and that is not specified in the Agreement, but which in the opinion of both parties is necessary to the successful accomplishment of the contracted scope of work, the procedures outlined in this article will be followed. For each item of unanticipated work, the Vendor shall prepare a work authorization in accordance with the State's practices and procedures.

- a) It is understood and agreed by both parties that all of the terms and conditions of the Agreement shall remain in force with the inclusion of any work authorization. A work authorization shall not constitute a contract separate from the Agreement, nor in any manner amend or supersede any of the other terms or provisions of the Agreement or any amendment hereto.
- b) Each work authorization shall comprise a detailed statement of the purpose, objective, or goals to be undertaken by the Vendor, the job classification or approximate skill level or sets of the personnel required, an identification of all significant material then known to be developed by the Vendor's personnel as a Deliverable, an identification of all significant materials to be delivered by the State to the Vendor's personnel, an estimated time schedule for the provision of the Services by the Vendor, completion criteria for the work to be performed, the name or identification of Vendor's personnel to be assigned, the Vendor's estimated work hours required to accomplish the purpose, objective or goals, the Vendor's billing rates and units billed, and the Vendor's total estimated cost of the work authorization.
- c) All work authorizations must be submitted for review and approval by the procurement office that approved the original Contract and procurement. This submission and approval must be completed prior to execution of any work authorization documentation or performance thereunder. All work authorizations must be written and signed by the Vendor and the State prior to beginning work.
- d) The State has the right to require the Vendor to stop or suspend performance under the "Stop Work" provision of the North Carolina Department of Information Technology Terms and Conditions.
- e) The Vendor shall not expend Personnel resources at any cost to the State in excess of the estimated work hours unless this procedure is followed: If, during performance of the work, the Vendor determines that a work authorization to be performed under the Agreement cannot be accomplished within the estimated work hours, the Vendor will be required to complete the work authorization in full. Upon receipt of such notification, the State may:
 - a. Authorize the Vendor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the work authorization, or
 - b. Terminate the work authorization, or
 - c. Alter the scope of the work authorization in order to define tasks that can be accomplished within the remaining estimated work hours.
 - d. The State will notify the Vendor in writing of its election within seven (7) calendar days after receipt of the Vendor's notification. If notice of the election is given to proceed, the Vendor may expend the estimated additional work hours or Services.

41) STOP WORK ORDER The State may issue a written Stop Work Order to Vendor for cause at any time requiring Vendor to suspend or stop all, or any part, of the performance due under the Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to the Vendor. The ninety (90) day period may be extended for any further period for which the parties may agree.

- a) The Stop Work Order shall be specifically identified as such and shall indicate that it is issued under this term. Upon receipt of the Stop Work Order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work suspension or stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Vendor, or within any extension of that period to which the parties agree, the State shall either:
 - i) Cancel the Stop Work Order, or
 - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of the Agreement.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Vendor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Agreement price, or both, and the Agreement shall be modified, in writing, accordingly, if:

- i) The Stop Work Order results in an increase in the time required for, or in the Vendor's cost properly allocable to the performance of any part of the Agreement, and
- ii) The Vendor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if the State decides the facts justify the action, the State may receive and act upon an offer submitted at any time before final payment under the Agreement.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for Convenience of the State, the State shall allow reasonable direct costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Vendor for loss of profits because of a Stop Work Order issued under this term.

41) TRANSITION ASSISTANCE If the Agreement is not renewed at the end of the term, or is canceled prior to its expiration, for any reason, the Vendor must provide all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. See Attachment M: Transition Plan. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of the Agreement, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Agreement for Contract performance. If the State cancels the Agreement for cause, then the State will be entitled to off set the cost of paying the Vendor for the additional resources the Vendor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said cancellation.

Section 2: Terms and Conditions Applicable to Security of Vendor Infrastructure

1) SECURITY OF STATE DATA:

- a) Vendor will be required pursuant to this Agreement, to collect, store, maintain, handle and process State Data. The Vendor shall not store or transfer State Data outside of the United States. This includes backup data and Disaster Recovery locations.
- b) Protection of personal privacy and sensitive data. The Vendor acknowledges its responsibility for securing any restricted or highly restricted data, as defined by the Statewide Data Classification and Handling Policy (<https://it.nc.gov/document/statewide-data-classification-and-handling-policy>) that is stored in any Vendor site or other Vendor housing systems including, but not limited to, computer systems, networks, servers, or databases, maintained by Vendor or its agents or subVendors in connection with the provision of the Services. The Vendor warrants, at its sole cost and expense, that it shall implement processes and maintain the security of data classified as restricted or highly restricted; provide reasonable care and efforts to detect fraudulent activity involving the data; and promptly notify the State of any breaches of security within 24 hours of confirmation as required by N.C.G.S. § 143B-1379.
- c) The Vendor will provide and maintain secure backup of the State Data. The Vendor shall implement and maintain secure passwords for its online system providing the Services, as well as all appropriate administrative, physical, technical and procedural safeguards at all times during the term of this Agreement to secure such Data from Data Breach, protect the Data and the Services from loss, corruption, unauthorized disclosure, and the introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the access to the Data.
- d) The Vendor shall certify to the State:
 - i) The sufficiency of its security standards, tools, technologies and procedures in providing Services under this Agreement;
 - ii) That the system used to provide the Services under this Agreement has and will maintain a valid 3rd party security certification not to exceed 1 year and is consistent with the data classification level and a security controls appropriate for low or moderate information system(s) per the National Institute of Standards and Technology NIST 800-53 revision 5. The State reserves the right to independently evaluate, audit, and verify such requirements.
 - iii) That the Services will comply with the following:

- (1) Any DIT security policy regarding Cloud Computing, and the DIT Statewide Information Security Policy Manual; to include encryption requirements as defined below:
 - (a) The Vendor shall encrypt all non-public data in transit regardless of the transit mechanism.
 - (b) For engagements where the Vendor stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples are social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords. The Vendor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2, Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the Service Provider cannot offer encryption at rest, it must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach. Additionally, where encryption of data at rest is not possible, the Vendor must describe existing security measures that provide a similar level of protection;
 - (2) Privacy provisions of the Federal Privacy Act of 1974;
 - (3) The North Carolina Identity Theft Protection Act, N.C.G.S. Chapter 75, Article 2A (e.g., N.C.G.S. § 75-65 and -66);
 - (4) The North Carolina Public Records Act, N.C.G.S. Chapter 132; and
 - (5) Applicable Federal, State and industry standards and guidelines including, but not limited to, relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCIDSS Cloud Computing Guidelines, Criminal Justice Information, The Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA);
 - (6) Any requirements implemented by the State under N.C.G.S. §§ 143B-1376 and -1377.
- e) Security Breach. "Security Breach" under the NC Identity Theft Protection Act (N.C.G.S. § 75-60 *et. seq.*) means (1) any circumstance pursuant to which applicable Law requires notification of such breach to be given to affected parties or other activity in response to such circumstance (e.g., N.C.G.S. § 75-65); or (2) any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance that compromises, or could reasonably be expected to compromise, either Physical Security or Systems Security (as such terms are defined below) in a fashion that either does or could reasonably be expected to permit unauthorized Processing (as defined below), use, disclosure or acquisition of or access to any the State Data or state confidential information. "Physical Security" means physical security at any site or other location housing systems maintained by Vendor or its agents or subcontractors in connection with the Services. "Systems Security" means security of computer, electronic or telecommunications systems of any variety (including data bases, hardware, software, storage, switching and interconnection devices and mechanisms), and networks of which such systems are a part or communicate with, used directly or indirectly by Vendor or its agents or subcontractors in connection with the Services. "Processing" means any operation or set of operations performed upon the State Data or State confidential information, whether by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying.
- f) Breach Notification. In the event Vendor becomes aware of any Security Breach due to Vendor acts or omissions other than in accordance with the terms of the Agreement, Vendor shall, at its own expense, (1) immediately notify the State's Agreement Administrator of such Security Breach and perform a root cause analysis thereon, (2) investigate such Security Breach, (3) provide a remediation plan to address the Security Breach and prevent any further incidents, (4) conduct a forensic investigation to determine what systems, data and information have been affected by such event; and (5) cooperate with the State, and any law enforcement or regulatory officials, credit reporting companies, and credit card associations investigating such Security Breach. The State shall make the final decision on notifying the State's persons, entities, employees, service providers and/or the public of such Security Breach. If a notification to a customer is required under any Law or pursuant to any of the State's privacy or security policies, then notifications to all persons and entities who are affected by the same event (as reasonably determined by the State) shall be considered legally required.
- g) Notification Related Costs. Vendor shall reimburse the State for all Notification Related Costs incurred by the State arising out of or in connection with any such Security Breach due to Vendor acts or omissions other than in accordance with the terms of the Agreement resulting in a requirement for legally required notifications. "Notification Related Costs" shall include the State's internal and external costs associated with addressing and responding to the Security Breach, including but not limited to: (1) preparation and mailing or

other transmission of legally required notifications; (2) preparation and mailing or other transmission of such other communications to customers, agents or others as the State deems reasonably appropriate; (3) establishment of a call center or other communications procedures in response to such Security Breach (e.g., customer service FAQs, talking points and training); (4) public relations and other similar crisis management services; (5) legal and accounting fees and expenses associated with the State's investigation of and response to such event; and (6) costs for credit reporting services that are associated with legally required notifications or are advisable, in the State's opinion, under the circumstances. If the Vendor becomes aware of any Security Breach which is not due to Vendor acts or omissions other than in accordance with the terms of the Agreement, Vendor shall immediately notify the State of such Security Breach, and the parties shall reasonably cooperate regarding which of the foregoing or other activities may be appropriate under the circumstances, including any applicable Charges for the same.

- h) Vendor shall allow the State reasonable access to Services security logs, latency statistics, and other related Services security data that affect this Agreement and the State's Data, at no cost to the State.
- i) In the course of normal operations, it may become necessary for Vendor to copy or move Data to another storage destination on its online system, and delete the Data found in the original location. In any such event, the Vendor shall preserve and maintain the content and integrity of the Data, except by prior written notice to, and prior written approval by, the State.
- j) Remote access to Data from outside the continental United States, including, without limitation, remote access to Data by authorized Services support staff in identified support centers, is prohibited unless approved in advance by the State Chief Information Officer or the Using Agency.
- k) In the event of disaster or catastrophic failure that results in significant State Data loss or extended loss of access to Data or Services, Vendor shall notify the State by the fastest means available and in writing, with additional notification provided to the State Chief Information Officer or designee of the contracting agency. Vendor shall provide such notification within twenty-four (24) hours after Vendor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Vendor shall inform the State of:
 - (1) The scale and quantity of the State Data loss;
 - (2) What Vendor has done or will do to recover the State Data from backups and mitigate any deleterious effect of the State Data and Services loss; and
 - (3) What corrective action Vendor has taken or will take to prevent future State Data and Services loss.
 - (4) If Vendor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Agreement.

Vendor shall investigate of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Vendor shall cooperate fully with the State, its agents and law enforcement.

- l) In the event of termination of this contract, cessation of business by the Vendor or other event preventing Vendor from continuing to provide the Services, Vendor shall not withhold the State Data or any other State confidential information or refuse for any reason, to promptly return to the State the State Data and any other State confidential information (including copies thereof) if requested to do so on such media as reasonably requested by the State, even if the State is then or is alleged to be in breach of the Agreement. As a part of Vendor's obligation to provide the State Data pursuant to this Paragraph 18) n), Vendor will also provide the State any data maps, documentation, software, or other materials necessary, including, without limitation, handwritten notes, materials, working papers or documentation, for the State to use, translate, interpret, extract and convert the State Data.
- m) Secure Data Disposal. When requested by the State, the Vendor shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State.

Section 3: Terms and Conditions Applicable to Personnel and Personal Services

- 1) **VENDOR'S REPRESENTATION:** Vendor warrants that qualified personnel will provide Services in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of the State

under the Agreement. Vendor will serve as the prime Vendor under the Agreement. Should the State approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Such third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

- a) Intellectual Property. Vendor represents that it has the right to provide the Services and other Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Vendor also represents that its Services and other Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
- b) Inherent Services. If any Services or other Deliverables, functions, or responsibilities not specifically described in the Agreement are required for Vendor's proper performance, provision and delivery of the Services and other Deliverables pursuant to the Agreement, or are an inherent part of or necessary sub-task included within the Services, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract.
- c) Vendor warrants that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of the Agreement; and that entering into the Agreement is not prohibited by any Contract, or order by any court of competent jurisdiction.

2) SERVICES PROVIDED BY VENDOR – RESERVED.

3) PERSONNEL: Vendor shall not substitute key personnel assigned to the performance of the Agreement without prior written approval by the Agency Contract Administrator. The individuals designated as key personnel for purposes of the Agreement are those specified in the Vendor's offer. Any desired substitution shall be noticed to the Agency's Contract Administrator in writing accompanied by the names and references of Vendor's recommended substitute personnel. The Agency will approve or disapprove the requested substitution in a timely manner. The Agency may, in its sole discretion, terminate the Services of any person providing Services under the Agreement. Upon such termination, the Agency may request acceptable substitute personnel or terminate the Contract Services provided by such personnel.

- a) Unless otherwise expressly provided in the Contract, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and other Deliverables.
- b) Vendor personnel shall perform their duties on the premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.
- c) The Agreement shall not prevent Vendor or any of its personnel supplied under the Agreement from performing similar Services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:
 - i) Such use does not conflict with the terms, specifications or any amendments to the Agreement, or
 - ii) Such use does not conflict with any procurement law, regulation or policy, or
 - iii) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's personnel.
- d) Unless otherwise provided by the Agency, the Vendor shall furnish all necessary personnel, Services, and otherwise perform all acts, duties and responsibilities necessary or incidental to the accomplishment of the tasks specified in the Agreement. The Vendor shall be legally and financially responsible for its personnel including, but not limited to, any deductions for social security and other withholding taxes required by state or federal law. The Vendor shall be solely responsible for acquiring any equipment, furniture, and office space not furnished by the State necessary for the Vendor to comply with the Agreement. The Vendor personnel shall comply with any applicable State facilities or other security rules and regulations.

4) PERSONAL SERVICES: The State shall have and retain the right to obtain personal Services of any individuals providing Services under the Agreement. This right may be exercised at the State's discretion in the event of any transfer of the person providing personal Services, termination, default, merger, acquisition, bankruptcy or receivership of the Vendor to ensure continuity of Services provided under the Agreement. Provided, however, that the Agency shall not retain or solicit any Vendor employee for purposes other than completion of personal Services due as all or part of any performance due under the Agreement.

- a) Vendor personnel shall perform any duties on the premises of the State during the State's regular work days and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.
- b) The State has and reserves the right to disapprove the continuing assignment of Vendor personnel provided by Vendor under the Agreement. If this right is exercised and the Vendor is not able to replace the disapproved personnel as required by the State, the parties agree to employ best commercial efforts to informally resolve such failure equitably by adjustment of other duties, set-off, or modification to other terms that may be affected by Vendor's failure.
- c) Vendor will make every reasonable effort consistent with prevailing business practices to honor the specific requests of the State regarding assignment of Vendor's employees. Vendor reserves the sole right to determine the assignment of its employees. If one of Vendor's employees is unable to perform due to illness, resignation, or other factors beyond Vendor's control, Vendor will provide suitable personnel at no additional cost to the State.
- d) The Agreement shall not prevent Vendor or any of its personnel supplied under the Agreement from performing similar Services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:
 - i) Such use does not conflict with the terms, specifications or any amendments to the Agreement, or
 - ii) Such use does not conflict with any procurement law, regulation or policy, or
 - iii) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's personnel

ATTACHMENT C: NC DHHS TERMS AND CONDITIONS

NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES (NC DHHS) PRIVACY AND SECURITY OFFICE (PSO)

1) NC DEPARTMENT OF HEALTH AND HUMAN SERVICES PRIVACY AND SECURITY REQUIREMENTS

In addition to the requirements in Section 3.2 Security Specifications and Section 2. 1) Security of State Data in the Department of Information Technology Terms and Conditions, the Vendor shall implement internal data security measures, and other industry security best practices utilizing appropriate hardware and software necessary to monitor, maintain, and ensure data integrity in accordance with all applicable federal regulations, state regulations, NC DHHS privacy and security policies, and local laws. The Vendor shall maintain all privacy and security safeguards throughout the term of this agreement. In addition, the Vendor agrees to maintain compliance with the following:

NC DHHS Privacy Manual and Security Manual, both located online at:

<https://policies.ncdhhs.gov/departmental/policies-manuals/section-viii-privacy-and-security>

2) DUTY TO REPORT

In addition to the requirements in Paragraph f. Breach Notification of Section 2. Security of Data in the Department of Information Technology Terms and Conditions and the NC DHHS PSO notification requirements in Attachment J Business Associate Addendum (BAA), the Vendor shall (1) report all suspected and confirmed privacy/security incidents or privacy/security breaches involving unauthorized access, use, disclosure, modification, or data destruction to the TPC Branch Contract Administrator and the NC DHHS Privacy and Security Office at <https://www.ncdhhs.gov/about/administrative-divisions-offices/office-privacy-security> within twenty-four (24) hours after the incident is first discovered. (2) If the privacy or security incident involves Social Security Administration (SSA) data or Centers for Medicare and Medicaid Services (CMS) data, the Vendor shall report the incident within one (1) hour after the incident is first discovered. At a minimum, such privacy and security incident report will contain to the extent known: the nature of the incident, specific information about the data compromised, the date the privacy or security incident occurred, the date the Vendor was notified, and the identity of affected or potentially affected individual(s). (3) During the performance of this contract, the Vendor is to notify the TPC Branch's Contract Administrator and NC DHHS Privacy and Security Office of any contact by the federal Office for Civil Rights (OCR) received by the Vendor. In addition, the Vendor will reasonably cooperate with NC DHHS Divisions and Offices to mitigate the damage or harm of such security incidents.

3) RECORD RETENTION

Records shall not be destroyed, purged, or disposed of without the express written consent of NC DHHS. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. However, this contract is subject to federal policy and regulations, record retention is a minimum of ten years. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the ten-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period described above, whichever is later.

4) SUBCONTRACTING

In addition to the requirements in Paragraph 4 Subcontracting of the Department of Information Technology Terms and Conditions, if a subcontractor is used in the performance of this Contract, the Vendor must include, without modification, all the DHHS PSO Terms and Conditions in each subcontract.

ATTACHMENT D: DESCRIPTION OF OFFEROR

Provide the information about the offeror.

Offeror's full name	
Offeror's address	
Offeror's telephone number	
Ownership	<input type="checkbox"/> Public <input type="checkbox"/> Partnership <input type="checkbox"/> Subsidiary <input type="checkbox"/> Other (specify)
Date established	
If incorporated, State of incorporation.	
North Carolina Secretary of State Registration Number, if currently registered	
Number of full-time employees on January 1 st for the last three years or for the duration that the Vendor has been in business, whichever is less.	
Offeror's Contact for Clarification of offer: Contact's name Title Email address and Telephone Number	
Offeror's Contact for Negotiation of offer: Contact's name Title Email address and Telephone Number	
If Contract is Awarded, Offeror's Contact for Contractual Issues: Contact's name Title Email address and Telephone Number	
If Contract is Awarded, Offeror's Contact for Technical Issues: Contact's name Title Email address and Telephone Number	

HISTORICALLY UNDERUTILIZED BUSINESSES

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included as HUBs are disabled business enterprises and non-profit work centers for the blind and severely disabled.”

Pursuant to N.C.G.S. §§ 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Contact the North Carolina Office of historically Underutilized Businesses at 919-807-2330 with questions concerning NC HUB certification. <http://ncadmin.nc.gov/businesses/hub>

Respond to the questions below.

1. Is Vendor a Historically Underutilized Business? Yes No
2. Is Vendor Certified with North Carolina as a Historically Underutilized Business? Yes No

If so, state HUB classification: _____

ATTACHMENT E: COST FORM

These tables serve as a summary of all costs per Section 4.1 – Offer Costs. Do not modify the contents of any of the shaded cells in the Cost Table. Estimated number of transactions provided in tables below are based on 1% of adults who use tobacco in North Carolina and are provided as reference. The State does not guarantee any maximum or minimum number of transactions.

**Cost Table 1A
Standard Services including NRT For 12 Weeks**

Service Coaching Options – Identify sessions provided (i.e., call, text, chat, virtual, call/chat/text, etc.) If only provide 5 sessions, leave 6 blank.		A	B
		Estimated Number of Transactions	Fixed Fee Per Transaction
Registration: Tobacco user or proxy registering for services		7,301	\$
Session 1:		5,840	\$
Session 2:		2,920	\$
Session 3:		1,460	\$
Session 4:		730	\$
Session 5:		365	\$
Session 6:		183	\$
Cessation support (i.e., self-help and information materials)		7,301	\$
AND			
NRT for 12 weeks	NRT Options		
	Provision of 4 week supply of nicotine patches to eligible applicants	994	\$
	Provision of 2nd 4week supply of nicotine patches to eligible applicants	497	\$
	Provision of 3 rd 4 week supply of nicotine patches	248	\$
	Provision of 4 week supply of nicotine gum	99	\$
	Provision of 2nd 4 week supply of nicotine gum	50	\$
	Provision of 3 rd 4 week supply of nicotine gum	25	\$
	Provision of 4 week supply of nicotine lozenge	149	\$
	Provision of 2nd 4 week supply of nicotine lozenge	74	\$
	Provision of 3 rd 4 week supply of nicotine lozenge	37	\$

	Provision of 4 week supply of combination therapy w/gum	1,862	\$
	Provision of 2 nd 4week supply of combination therapy w/gum	931	\$
	Provision of 3 rd 4 week supply of combination therapy w/gum	466	\$
	Provision of 4 week supply of combo therapy w/lozenge	1,862	\$
	Add Provision of 2nd 4 week supply of combo therapy w/lozenge	931	\$
	Add Provision of 3rd 4 week supply of combo therapy w/lozenge	466	\$
	Provision of 12 weeks supply of nicotine patches in one shipment		\$
	Provision of 12 weeks supply of nicotine gum in one shipment		\$
	Provision of 12 weeks supply of nicotine lozenge in one shipment		\$
	Provision of 12 weeks supply of combination therapy (patches and gum) in one shipment		\$
	Provision of 12 weeks supply of combination therapy (patches and lozenges) in one shipment		\$

Based on 1% of North Carolina adults that use tobacco. The State does not guarantee any maximum or minimum number of transaction

Cost Table 1B
Services Including NRT For 8 Weeks

Service Coaching Options – Identify sessions provided (i.e., call, text, chat, virtual, call/chat/text, etc.) If only provide 5 sessions, leave 6 blank.		A	B	
		Estimated Number of Transactions	Fixed Fee Per Transaction	
Registration: Tobacco user or proxy registering for services		7,301	\$	
Session 1:		5,840	\$	
Session 2:		2,920	\$	
Session 3:		1,460	\$	
Session 4:		730	\$	
Session 5:		365	\$	
Session 6:		183	\$	
Cessation support (i.e., self-help and information materials)		7,301	\$	
AND				
NRT for 8 weeks	NRT Options			
	Provision of 4 week supply of nicotine patches to eligible applicants		994	\$
	Provision of 2nd 4 week supply of nicotine patches to eligible applicants		497	\$
	Provision of 4 week supply of nicotine gum		99	\$
	Provision of 2nd 4 week supply of nicotine gum		50	\$
	Provision of 4 week supply of nicotine lozenge		149	\$
	Provision of 2nd 4 week supply of nicotine lozenge		74	\$
	Provision of 4 week supply of combination therapy w/gum		1,862	\$
	Provision of 2 nd 4week supply of combination therapy w/gum		931	\$
	Provision of 4 week supply of combo therapy w/lozenge		1,862	\$
	Provision of 2nd 4 week supply of combo therapy w/lozenge		931	\$

	Provision of 8 weeks supply of nicotine patches in one shipment		\$
	Provision of 8 weeks supply of nicotine gum in one shipment		\$
	Provision of 8 weeks supply of nicotine lozenge in one shipment		\$
	Provision of 8 weeks supply of combination therapy (patches and gum) in one shipment		\$
	Provision of 8 weeks supply of combination therapy(patches and lozenges) in one shipment		\$

Based on 1% of North Carolina Smokers. The State does not guarantee any maximum or minimum number of transactions.

**Cost Table 1C
Services Including NRT For 2 Weeks**

Service Coaching Options – Identify sessions provided (i.e., call, text, chat, virtual, call/chat/text, etc.) If only provide 5 sessions, leave 6 blank.		A	B
		Estimated Number of Transactions	Fixed Fee Per Transaction
Registration: Tobacco user or proxy registering for services		2,433	\$
Session 1:		1,946	\$
Session 2:		973	\$
Session 3:		486	\$
Session 4:		243	\$
Session 5:		122	\$
Session 6:		61	\$
Cessation support (i.e., self-help and information materials)		2433	\$
AND			
NRT for 2 weeks	NRT Options		
	Provision of 2 week supply of nicotine patches to eligible applicants		\$ 390
	Provision of 2 week supply of nicotine gum		\$ 39
	Provision of 2 week supply of nicotine lozenge		\$ 58
	Provision 2 week supply of combination therapy w/gum		\$ 620
	Provision of 2 week supply of combination therapy w/lozenge		\$ 620

Based on 1% of North Carolina Smokers. The State does not guarantee any maximum or minimum number of transactions.

Cost Table 1D
Behavioral Health Protocol

Service Coaching Options – Identify sessions provided (i.e., call, text, chat, virtual, call/chat/text, etc.) If only provide 5 sessions, leave 6 blank. If need more add rows.		A	B
		Estimated Number of Transactions	Fixed Fee Per Transaction
		Estimated Number of Calls per tailored protocol	Fixed Fee Per Transaction
TCBHP registration		5,874	\$
Session 1:		4,699	\$
Session 2:		2350	\$
Session 3:		1,175	\$
Session 4:		587	\$
Session 5:		294	\$
Session 6:		147	\$
Session 7:		73	\$
Cessation support (i.e., self-help and information materials)			\$
NRT	Number of weeks of combination therapy		\$

Cost Table 1E
Pregnant Women Protocol*

*Pregnant Women = women who are currently pregnant, planning to become pregnant within 3 months, or had a baby in the past 12months

Service Coaching Options – Identify sessions provided (i.e., call, text, chat, virtual, call/chat/text, etc.) If only provide 5 sessions, leave 6 blank. If need more add rows.		A	B
		Estimated Number of Transactions	Fixed Fee Per Transaction
		Estimated Number of Calls per tailored protocol	Fixed Fee Per Transaction
TCBHP registration		503	\$
Session 1:		402	\$
Session 2:		201	\$
Session 3:		100	\$
Session 4:		50	\$
Session 5:		25	\$
Session 6:		12	\$
Session 7:		6	\$
Cessation support (i.e., self-help and information materials)			\$
NRT	Number of weeks of combination therapy		\$

**Cost Table 1F
American Indian Protocol**

Service Coaching Options – Identify sessions provided (i.e., call, text, chat, virtual, call/chat/text, etc.) If only provide 5 sessions, leave 6 blank. If need more add rows.		A	B
		Estimated Number of Transactions	Fixed Fee Per Transaction
		Estimated Number of Calls per tailored protocol	Fixed Fee Per Transaction
TCBHP registration		672	\$
Session 1:		538	\$
Session 2:		269	\$
Session 3:		134	\$
Session 4:		67	\$
Session 5:		34	\$
Session 6:		17	\$
Session 7:		8	\$
Cessation support (i.e., self-help and information materials)			\$
NRT	Number of weeks of combination therapy		\$

**Cost Table 2
Web and Texting Services**

Web Only and Texting Services	A	B
	Estimated Number of Transactions	Fixed Fee Per Transaction
Web Only	1000	\$
Texting	1000	\$
Total Cost of Web Only and Texting services on Estimated Transactions		

OR

Web, Chat, Text	Monthly Pricing	Annual Pricing
Digital Platform fee		
TOTAL		\$

**Cost Table 2A
Vape Free Texting Service**

Vape Free Services	Monthly Pricing	Annual Pricing
Vape Free-Online Courses for Parents, Guardians, and Adult Advocates		
Vape Free-Youth and Young Adult Texting Program		
TOTAL		\$

OR

Vape Free Texting Services	A	B
	Estimated Number of Transactions	Fixed Fee Per Transaction
Texting	5,000	\$

**Cost Table 4
Optional Fees for Additional Services¹**

Optional Fees for Additional Services ¹				
Cost Item Please add additional items in white spaces	Cost Per Unit	OR	Cost per Hour	
Creation of new protocols	\$			\$
Development of new reports	\$			\$
Integration of new counseling and/or registration technology or platforms	\$			\$
Addition of questions to the minimum intake	\$			\$
Creation or addition of new referral processes	\$			\$
Creation and dissemination of new promotional methods/products and campaigns	\$			\$
Standing Orders printing	\$			\$
Other text messaging services	\$			\$
Online Referral Tool	\$			\$
Transition Services	\$			\$
Incentive programs for specific populations	\$			\$
Development of a triage program.	\$			\$
Total Optional Costs	\$		\$	

¹These costs may include set up costs for electronic medical record feeds/report changes, legislative changes.

ATTACHMENT F: VENDOR CERTIFICATION FORM

1) ELIGIBLE VENDOR

The Vendor certifies that in accordance with N.C.G.S. §143-59.1(b), Vendor is not an ineligible vendor as set forth in N.C.G.S. §143-59.1 (a).

The Vendor acknowledges that, to the extent the awarded contract involves the creation, research, investigation or generation of a future RFP or other solicitation; the Vendor will be precluded from bidding on the subsequent RFP or other solicitation and from serving as a subcontractor to an awarded vendor.

The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Vendor, or as a subcontractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP or other solicitation.

2) CONFLICT OF INTEREST

Applicable standards may include: N.C.G.S. §§143B-1352 and 143B-1353, 14-234, and 133-32. The Vendor shall not knowingly employ, during the period of the Agreement, nor in the preparation of any response to this solicitation, any personnel who are, or have been, employed by a Vendor also in the employ of the State and who are providing Services involving, or similar to, the scope and nature of this solicitation or the resulting contract.

3) E-VERIFY

Pursuant to N.C.G.S. § 143B-1350(k), the State shall not enter into a contract unless the awarded Vendor and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Vendors are directed to review the foregoing laws. Vendors claiming exceptions or exclusions under Chapter 64 must identify the legal basis for such claims and certify compliance with federal law regarding registration of aliens including 8 USC 1373 and 8 USC 1324a. Any awarded Vendor must submit a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.

4) CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA

As a condition of contract award, awarded Vendor shall have registered its business with the North Carolina Secretary of State and shall maintain such registration throughout the term of the Contract.

Signature: _____

Date:

Printed Name: _____

Title:

ATTACHMENT G: LOCATION OF WORKERS UTILIZED BY VENDOR

For Security purposes, the State is requesting that all scope in this solicitation be sourced in the US or its territories.

Notwithstanding the statement above, in order to comply with N.C.G.S. §143B-1361(b), the Vendor must detail in its offer, the manner in which it intends to utilize resources or workers located outside the U.S. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Vendor's offer. The Vendor shall provide the following for any offer or actual utilization or contract performance:

- a. The location of work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the contract and whether any of this work will be performed outside the United States.
- b. The corporate structure and location of corporate employees and activities of the Vendors, its affiliates or any other subcontractors.
- c. Notice of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing Services under a state contract outside of the United States.
- d. Any Vendor or subcontractor providing call or contact center Services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center Services are being provided.

Vendor to complete:

Will any work under this contract be performed outside the United States or its territories?

YES NO

If Vendor answered "YES" above, list the location(s) outside the United States where work under this contract will be performed by Vendor, any sub-contractors, employees, or other persons performing work under the contract. Also identify the type of work the person will be doing (Help Desk, Technical Support, Architect, Developer, etc.)

ATTACHMENT H: REFERENCES

The Vendor shall provide **three (3)** references of customers utilizing the proposed solution fully implemented in a setting similar to this solicitation's scope of work. References within like North Carolina communities / industries are encouraged.

The Vendor should have implemented the respective proposed service within the last **three (3)** years. Customer references whose business processes and data needs are similar to those performed by the Agency needing this solution in terms of functionality, complexity, and transaction volume are encouraged.

For each reference, the Vendor shall provide the following information:

- a. State Customer name.
- b. Customer address.
- c. Current telephone number of a customer employee most familiar with the quitline services implementation.
- e. Time period Quitline Services provided.

ATTACHMENT I: FINANCIAL REVIEW FORM

Vendor shall review the Financial Review Form, provide responses in the gray-shaded boxes, and submit the completed Form as an Excel file with its offer. Vendor shall not add or delete rows or columns in the Form, or change the order of the rows or column in the file.

1. Vendor Name:
2. Company structure for tax purposes (C Corp, S Corp, LLC, LLP, etc.):
3. Have you been in business for more than three years? Yes No
4. Have you filed for bankruptcy in the past three years? Yes No
5. In the past three years, has your auditor issued any notification letters addressing significant issues? If yes, please explain and provide a copy of the notification letters. Yes No
6. Are the financial figures below based on audited financial statements? Yes No
7. Start Date of financial statements:
End Date of financial statements:
8. Provide a link to annual reports with financial statements and management discussion for the past three complete fiscal years:
9. Provide the following information for the past three complete fiscal years:

	Latest complete fiscal year minus two years	Latest complete fiscal year minus one year	Latest complete fiscal year
BALANCE SHEET DATA			
a. Cash and Temporary Investments			
b. Accounts Receivable (beginning of year)			
c. Accounts Receivable (end of year)			
d. Average Account Receivable for the Year (calculated)			
e. Inventory (beginning of year)			
f. Inventory (end of year)			
g. Average Inventory for the Year (calculated)			
h. Current Assets			
i. Current Liabilities			
j. Total Liabilities			
k. Total Stockholders' Equity (beginning of year)			
l. Total Stockholders' Equity (end of year)			
m. Average Stockholders' Equity during the year (calculated)			
INCOME STATEMENT DATA			
a. Net Sales			
b. Cost of Goods Sold (COGS)			
c. Gross Profit (Net Sales minus COGS) (calculated)			
d. Interest Expense for the Year			
e. Net Income after Tax			
f. Earnings for the Year before Interest & Income Tax Expense			
STATEMENT OF CASH FLOWS			
a. Cash Flow provided by Operating Activities			
b. Capital Expenditures (property, plant, equipment)			

ATTACHMENT J: BUSINESS ASSOCIATE ADDENDUM (BAA)

NCDHHS requires that all applicant Vendors sign the BAA so, in the event of an award, the BAA is in place. The BAA in no way is a promise or assurance of an awarded contract.

NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective by and between the North Carolina Department of Health and Human Services (“Covered Entity”) and Vendor (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled QuitlineNC, whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of the North Carolina Department of Health and Human Services (the “Department”) that has been designated in whole or in part by the Department as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
- b. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as modified and amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- c. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- d. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164.
- e. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- g. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or the person to whom the authority involved has been delegated.
- h. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
- b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 C.F.R. § 164.410.
- e. Business Associate agrees, in accordance with 45 C.F.R. § 164.502(e)(1) and § 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- f. Business Associate agrees to make available protected health information as necessary to satisfy Covered Entity's obligations in accordance with 45 C.F.R. § 164.524.
- g. Business Associate agrees to make available Protected Health Information for amendment and incorporate any amendment(s) to Protected Health Information in accordance with 45 C.F.R. § 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to make available the information required to provide an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:
 - 1) the disclosures are Required by Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

- a. Term. This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and Services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and Services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. Effect of Termination.
 - 1) Except as provided in Paragraph 2), herein below, of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and Services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

SIGNATURE

Vendor Legal Name:

Printed Name of Duly Authorized Official

Signature

Date

ATTACHMENT K: DATA ELEMENTS

ADULT DATA Elements (include but are not limited to):

- Reason for calling
- First time seeking help from QuitlineNC
- Types of tobacco used, including electronic cigarettes
- How often do they use tobacco
- How much tobacco is used per day/week
- Last time tobacco was used
- When is typically their first use after they wake up
- What is their readiness to quit in the next 30 days
- At what age was tobacco use started
- Gender identity
- Age
- Type of health insurance
- Highest completed education level
- Hispanic or Non-Hispanic
- Race
- Sexual orientation (18 and older)
- Language spoken
- Behavioral health condition
- Mode of entry
- Result of first contact
- Services received

Other:

- Name
- Address
- Phone number (noting cell or land line)
- Alternate phone number
- Email address
- Best time of day to call them for follow-up
- Type of caller
- How they heard about QuitlineNC
- Pregnancy status
- Chronic conditions – asthma, chronic obstructive pulmonary disease, coronary artery disease, diabetes, hypertension, cancer (stage at registration)
- Type of mental illness – bipolar disorder, schizophrenia, ADD/ADHD, substance use disorder, anxiety, depression, post-traumatic stress disorder; disability
- Quit date
- Other tobacco users in home
- Military status
- Consent to be contacted for follow-up
- Consent to be contacted through emails and texts
- NRT contraindications assessment
- Any menthol use

Call and Contact Data:

- Total incoming calls
- Live response rate
- Average speed of answer

- Number of messages left
- Number of members registered for services by type of caller (tobacco user, proxy and provider)
- Number of sessions completed by type (call, text, chat, or virtual group or other)
- First time participants vs repeat participants
- Other calls (calls not resulting in registered client): general public/info, prank
- Average length of time for registration and first coaching call if completed in one call
- Average length of time for a coaching call, text and chat and/or virtual session

Follow Up:

- Type of tobacco use
- Satisfaction
- Last used
- 30 days
- 7 days
- Quit attempts
- Longest quit
- Number used daily
- Intentions
- Use anything to help quit
- Treatment or health professional
- If received NRT from QuitlineNC: ease of use, amount received, amount used, reason if did not use full amount
- Tobacco user in home or work

YOUTH DATA

- Name
- Age/Date of Birth
- Language
- Phone number (noting cell or land line)
- Alternate phone number
- Email address
- County live
- Okay to email
- Okay to text
- Consent to follow-up
- Types of tobacco used, including electronic cigarettes
- How often do they use tobacco
- Quit date

ATTACHMENT L: REPORTING REQUIREMENTS

All reports shall be submitted electronically in PDF or excel version and shall include participants who engage via phone, web, text, app (when available). Reporting is subject to approval of the Division Contract Administrator, with a focus on sufficiency and succinctness.

- A. **WEEKLY REPORTS:** Provide a weekly report that captures these elements due to Division Contract Administrator by the Wednesday following the current week.
1. Participant by type (tobacco user, proxy and provider) by Day of week
 2. "How heard about" responses with customization based upon particular state promotional efforts
 3. Services offered
- B. **MONTHLY REPORTS:** Provide a monthly report that captures, at a minimum, these elements for current month and contract year-to-date due to Division Contract Administrator by the 15th of the following month.
1. Monthly enrollment
 2. Total calls
 3. Live response rate
 4. Average speed of answer
 5. Messages left
 6. Method of Entry
 7. Sessions by calls, text, chat, virtual, or other
 8. Number of participants registered for services by type of participant (tobacco user, proxy and provider)
 9. First time participants vs. Repeat participants
 10. Other calls (calls not resulting in registered client): general public/info, prank, wrong number, etc.
 11. Demographics by county
 12. Demographics of Pregnancy Program
 13. Demographics of Youth Program
 14. Demographics of American Indian Program
 15. Demographics of Behavioral Health Program
 16. Demographics of other programs developed
 17. State Services and Demographics of Medicaid
 18. Tobacco users by stage of readiness to quit
 19. Tobacco users by type of tobacco
 20. Pregnancy status (pregnant, post-partum, breastfeeding, planning pregnancy)
 21. Tobacco users by race
 22. Tobacco users by ethnicity
 23. Tobacco users by gender
 24. Tobacco users by age
 25. Tobacco users by education
 26. Tobacco users by language
 27. Tobacco users by menthol or no menthol flavors
 28. "How heard about" responses with customization based upon particular state promotional efforts
 29. Registrations by county
 30. Participant type by county
 31. How heard about by county
 32. Participants by health plan
 33. Participants by mental and or behavioral health conditions
 - a. Bipolar Disorder
 - b. Schizophrenia
 - c. ADD/ADHD
 - d. Substance Use Disorder
 - e. Anxiety
 - f. Depression

g. PTSD

34. Participants by chronic diseases
35. Participants by physical disability
36. Participants by ENDS (Electronic Nicotine Delivery System) use (including reasons for use and desire to quit)
37. Participants by pregnancy status, pregnancy program enrollment, and pregnancy incentives
38. Referrals sorted by county and services provided
39. Electronic Referrals sorted by county and services provided
40. Referrals by county and phone
41. Text messaging utilization (number of participants, number of texts sent and received, assessment of engagement)
42. Referrals to community resources
43. Total services provided in current month (current month's enrollments)
44. Services provided to providers in current month
45. Services provided to proxy participants in current month
46. Services provided to clients during month, regardless of registration date
47. Participants by program
48. Youth/Young Adult Vaping Program report

C. **QUARTERLY REPORTS:** Provide a report that captures these elements for current quarter and contract year-to-date due in interactive phone reports and web only to Division Contract Administrator by the 15th of the following month after the end of the quarter.

1. Service Delivery Performance Management Report
2. How Heard About by County Report
3. Registered caller by county
4. Tobacco type by county
5. Tobacco usage report
6. Tobacco user by age by county
7. Tobacco user by race by county
8. Tobacco user by education by county
9. Tobacco user by Gender by county
10. Tobacco user by Ethnicity by county
11. Participant type by county
12. Compliment report
13. Reporting items for National Quitline Data Warehouse

D. ANNUAL REPORTS

Reporting data to complete North American Quitline Consortium Annual Report

ATTACHMENT M: TRANSITION PLAN

1) Transition-Out

- a) **Purpose:** The purpose of the Transition-Out Period is to transition QuitlineNC Services to the TBC Branch or a new Vendor in the event of impending contract termination, non-renewal, or expiration.
- b) **Expected Timeframe:** No more than four (4) months prior to contract termination, non-renewal, or expiration, the TPC Branch may initiate the Transition-Out Period by notifying the Vendor in writing to begin performing Transition-Out period tasks. The Transition-Out Period will end when the Vendor's Transition-Out Completion Report has been accepted by the State, or when the end date of the Contract has been reached.
- c) **Instructions:** The Vendor will develop a Transition-Out plan immediately after notification from the TPC Branch to begin performing Transition-Out period tasks.
- d) **Plan:** The Vendor's Transition-Out Plan shall ensure a seamless transition, without interruption of services, to QuitlineNC clients, Medicaid Managed Care contract members, and the NCPHA. The Plan will include, but is not limited to, the following requirements:
 - i) Detailed plan describing continuity of services and outstanding services for enrolled participants prior to transition;
 - ii) Status of follow-up and call-backs to prior participants;
 - iii) Status of outstanding referrals or transfers of service;
 - iv) Delivery of final reporting data.
 - v) Timeline of activities, including the handoff of QuitlineNC service provision to a different Vendor, insurance reconciliation, billing reconciliation, and deactivation of applicable Electronic Health Records (EHR) and Medicaid system access.
- e) **Activities:** During the Transition-Out phase, the Vendor will prepare and deliver a weekly report on the status of each task in the Transition-Out Plan. The Transition-Out Plan should address how the Vendor will comply with the following Transition-Out requirements as they relate to QuitlineNC:
 - i) No interruption of day-to-day QuitlineNC services to QuitlineNC clients, Medicaid Managed Care contract members, and the NCPHA;
 - ii) Continuity of ongoing and/or outstanding services for enrolled participants;
 - iii) Deactivation of bidirectional links to EHR and Medicaid systems related to QuitlineNC Services and clients;
 - iv) Provision of final service and financial reporting.
 - v) Final accounting, to include clearing all Third-Party Payer billing.
 - vi) Assure and confirm that any data or system design provided by or for the State remains the property of the State and may not be marketed or sold by the Vendor without the express written consent of the State.
 - vii) Certify compliance with State and federal data retention requirements as stipulated in <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention>, which may require that the Vendor retain some data after the Contract is terminated or expires. At the request of the State, the Vendor will destroy or purge any data provided by or for the State during any Contract resulting from this RFP from all Vendor database, electronic files, or paper files (including backups) at the end of any data retention period specified by the State. When completed, the Vendor will certify in writing that all data reference above has been destroyed or purged.

- viii) Until the Vendor has certified the completion of the data destruction or purge, the Vendor will continue to comply with all data security sections within this RFP, even after the Contract has terminated or expired.
- f) Additional Information:
 - i) Should the Vendor not fully complete, to the State's satisfaction, all tasks in the Transition-Out Plan by the end of the four (4) month period, the State may in its discretion extend the time for the Transition-Out period. The Vendor will receive no additional reimbursement for the additional time to complete Transition-Out activities.
 - ii) The State shall pay the Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Agreement for Contract performance.
 - iii) If the State cancels the Agreement for cause, then the State will be entitled to offset the cost of paying the Vendor for the additional resources the Vendor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said cancellation.

2) Transition-In and Transition-Out Communications

The Vendor is expected to establish the process, frequency and format for status reporting, meetings, and conference calls during Transition-In and Transition-Out phases. For status reports, the Vendor will provide a written summary, including but not limited to, the status of the Vendor's activities (completed since last update, new since last update, scheduled since last update, new since last update, scheduled since last update, etc.), accomplishments, action items (those to be completed by the Vendor and by the State), and any new or changed risks or issues. Transition-In and Transition-Out communications will include such topics as:

- a) Tasks accomplished this period
- b) Deliverables submitted this period
- c) Outstanding tasks/Deliverables
- d) Risk tracking log
- e) Outstanding issues

ATTACHMENT N: INTAKE QUESTIONNAIRE REFERENCE DOCUMENT

This document is for reference only. It is a script published by the North American Quitline Consortium (NACQ) to aid tobacco quitlines in developing the client intake process. This script does not include all of North Carolina's required data elements which can be found in Attachment K.

(Remainder of this page intentionally left blank.)

A. REASON FOR CALLING

General Guidance to Intake Specialists:

Ask all quitline callers: “Is this your first time calling the quitline?” as part of the welcome in a conversational manner. Responses are not meant to be captured in the registration/intake database. Rather this scripting is intended to prompt the quitline intake/registration staff to look-up the caller in the quitline database if the caller reports having called the quitline previously to determine if the caller is eligible for services and to prevent duplicate registrations for unique individuals.

MDS ID	Question
RI 1	<p><i>Guidance for the Intake Specialist: Read the question to the caller, DO NOT read the response options. If a caller proactively and clearly answers the question, DO NOT seek confirmation. If a caller hesitates, then seek confirmation before coding by asking – “Just to confirm, you are calling because...[INSERT RESPONSE FROM RESPONSE OPTIONS THAT MOST CLOSELY ALIGNS WITH CALLERS RESPONSE].</i></p> <p>1. How can I help you?</p> <p>DO NOT READ</p> <ul style="list-style-type: none"><input type="checkbox"/> Seeking help/information about quitting for self<input type="checkbox"/> Seeking help/information for self about staying quit<input type="checkbox"/> Seeking help/information on how to refer someone else for assistance with quitting<input type="checkbox"/> Seeking general information or materials about quitline service<input type="checkbox"/> Other: _____<input type="checkbox"/> Refused<input type="checkbox"/> Don't know<input type="checkbox"/> Not asked

END MDS PART OF INTERVIEW IF RESPONDENT IS NOT CALLING FOR THEMSELVES FOR HELP WITH QUITTING

B. ASSESSMENT FOR TYPES OF TOBACCO

Please note in questions 2-5, and 7 that the numeral (2,3,4,5 and 7) indicates the question and the alpha indicator (a, b, c, d, e) indicates the type of tobacco being asked about in the question.

There are two sequencing options provided for quitlines to use. Represented in this layout is the sequencing option:

2a, 2b, 2c, 2d, 2e;

3a, 4a, 5a;

3b, 4b, 5b;

3c, 4c, 5b;

3d, 4d, 5d;

3e, 4e, 5e;

7a, 7b, 7c, 7d, 7e.

A second sequencing option is provided in Appendix A to assess for all cigarette items first, and other tobacco product items separately.

Introduction for question series RI 2(a-e) through RI 7(a-e):

“Next I am going to ask you a series of questions about your use of tobacco. This information helps us better understand your needs in working towards quitting tobacco. When I ask about tobacco, I am not talking about tobacco related to scared or traditional uses that are part of some American Indiana/Alaskan Native tribal traditions. Also, when I ask about tobacco for this next few questions, please do not including vaping or use of e-cigarettes that contain nicotine. I will be asking you about vaping and e-cigarettes a bit later.”

MDS ID	Question
RI 2	2. What types of tobacco have you used in the past 30 days? A) Cigarettes? (record response) B) Cigars, cigarillos, or little cigars? (record response) C) A pipe? (record response) D) Chewing tobacco, snuff, or dip? (record response) E) Any other type of tobacco products, such as Bidis, Kreteks, tobacco pouches like Snus, tobacco orbs, tobacco strips, waterpipe/hookahs? DO NOT READ RI 2 a-e
RI 2a	2a) <i>Cigarettes</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked
RI 2b	2b) <i>Cigars, cigarillos, or little cigars</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked
RI 2c	2c) <i>Pipe [Note: this is a traditional pipe, not a water pipe – see “water pipe” or “hookah” under “2e other” below.]</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked

RI 2d	<p>2d) Chewing tobacco, snuff, or dip [Optional: include examples of brand names "such as Skoal, Copenhagen, Grizzley, Levi Garrett, Red Man or Day's Work"]</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Don't know</p> <p><input type="checkbox"/> Refused</p> <p><input type="checkbox"/> Not asked</p>	
RI 2e	<p>2e) Other Tobacco Products, such as Bidis, Kreteks, Tobacco pouches like Snus, Tobacco Orbs, Tobacco Strips, Waterpipe/Hookahs?</p> <p><input type="checkbox"/> Yes (Option to continue to OI 2e-1)</p> <p><input type="checkbox"/> No (Continue to RI 3 a-e as indicated by "yes" to RI 2 a-e above)</p> <p><input type="checkbox"/> Don't know</p> <p><input type="checkbox"/> Refused</p> <p><input type="checkbox"/> Not asked</p>	
<p>Continue to RI 3 a -e as indicated by "yes" to RI 2a-e above</p>		
RI 3a	<p>US Quitline Question</p> <p>3a. Do you currently smoke cigarettes every day, some days, or not at all? [NOTE: "currently" refers to right now, today.]</p> <p>DO NOT READ</p> <p><input type="checkbox"/> Everyday (continue to RI 4a)</p> <p><input type="checkbox"/> Some days (if less than 7 days per week) (continue to RI 4a)</p> <p><input type="checkbox"/> Not at all (skip to RI 5a)</p> <p><input type="checkbox"/> Don't know</p> <p><input type="checkbox"/> Refused</p> <p><input type="checkbox"/> Not asked</p>	<p>Canadian Quitline Question</p> <p>3a. Do you currently smoke cigarettes daily, occasionally, or not at all? [NOTE: "currently" refers to right now, today.]</p> <p>DO NOT READ</p> <p><input type="checkbox"/> Daily (continue to RI 4a)</p> <p><input type="checkbox"/> Occasionally days (if less than 7 days per week) (continue to RI 4a)</p> <p><input type="checkbox"/> Not at all (skip to RI 5a)</p> <p><input type="checkbox"/> Don't know</p> <p><input type="checkbox"/> Refused</p> <p><input type="checkbox"/> Not asked</p>
RI 4a	<p><u>Guidance for Intake Specialists:</u> If this item is assessed through conversation with the caller, the number should be confirmed. Example: "You said that you smoke 10 cigarettes per day on the days that you smoke. Is that correct?". If the caller cannot identify a specific number, probe: "Give me your best guess – it is OK if it is not perfect."</p> <p>4a. How many cigarettes do you smoke per day on the days that you smoke (cigarettes per day)? ____ (If caller says over 100, confirm. 20 cigarettes = 1 pack in the US; 20 or 25 cigarettes = 1 pack in Canada; 100 cpd \cong 5 packs per day)</p> <p>DO NOT READ</p> <p><input type="checkbox"/> Don't know</p> <p><input type="checkbox"/> Refused</p> <p><input type="checkbox"/> Not asked</p>	

	<i>IF RI 3a = EVERY DAY/DAILY SKIP TO RI 3 c-e as indicated by the type of tobacco use in RI 2 c-e.</i>	
RI 5a	<p><i>Guidance for Intake Specialist: If caller cannot identify a specific date, probe: “Give me your best guess – it is OK if it is not perfect.”</i></p> <p>5a. When was the last time you smoked a cigarette, even a puff (dd/mm/yyyy)?</p> <p>DO NOT READ Record date: dd/mm/yyyy</p> <p><input type="checkbox"/> Don't know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked</p>	
	<i>If RI 2b-e = "no" for all other types of tobacco, skip to RI 6.</i>	
RI 3b	<p>US Quitline Question <i>Ask only if caller responded “yes” to RI 2b.</i></p> <p>3b. Do you currently smoke CIGARS, CIGASILLOS, OR LITTLE CIGARS every day, some days, or not at all? [NOTE: “currently” refers to right now, today.] (CHECK ONE) DO NOT READ</p> <p><input type="checkbox"/> Everyday (<i>continue to RI 4b</i>) <input type="checkbox"/> Some days (if less than 7 days per week) (<i>continue to RI 4b</i>) <input type="checkbox"/> Not at all (<i>skip to RI 5b</i>) <input type="checkbox"/> Don't know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked</p>	<p>Canadian Quitline Question: <i>Ask only if caller responded “yes” to RI 2b.</i></p> <p>6b. Do you currently smoke CIGARS, CIGASILLOS, OR LITTLE CIGARS daily, occasionally, or not at all? [NOTE: “currently” refers to right now, today.] (CHECK ONE) DO NOT READ</p> <p><input type="checkbox"/> Daily (<i>continue to RI 4b</i>) <input type="checkbox"/> Occasionally (if less than 7 days per week) (<i>continue to RI 4b</i>) <input type="checkbox"/> Not at all (<i>skip to RI 5b</i>) <input type="checkbox"/> Don't know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked</p>
RI 4b	<p><i>Guidance for Intake Specialist:</i> <i>If this item is assessed through conversation with the caller, counselors or other quitline staff should confirm the number. For example, “You said that you smoke 10 cigars, cigarillos, or little cigars per week during the weeks that you smoke. Is that correct?”</i></p> <p><i>If caller cannot identify a specific number, probe: “Give me your best guess – it is OK if it is not perfect.”</i></p> <p>4b. How many CIGARS, CIGASILLOS, OR LITTLE CIGARS do you smoke per week during the weeks that you smoke? (cigars, cigarillos, or little cigars per week) _____</p> <p>DO NOT READ Record # _____</p> <p><input type="checkbox"/> Don't know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked</p>	
	<i>IF RI 3b = EVERY DAY/DAILY SKIP TO RI 3 c-e as indicated by the type of tobacco use in RI 2 c-e.</i>	

RI 5b	<p><u>Guidance for Intake Specialist:</u> If caller cannot identify a specific date, probe: “Give me your best guess – it is OK if it is not perfect.”</p> <p>5b. When was the last time you smoked a cigarette, even a puff (dd/mm/yyyy)?</p> <p>DO NOT READ Record date: dd/mm/yyyy</p> <p><input type="checkbox"/> Don’t know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked</p>	
<p><i>If RI 2c-e = "no" for all other types of tobacco, skip to RI 6.</i></p>		
RI 3c	<p>US Quitline Question <i>Ask only if caller responded “yes” to RI 2c.</i></p> <p>3c. Do you currently smoke A PIPE every day, some days, or not at all? [NOTE: “currently” refers to right now, today.]</p> <p>DO NOT READ</p> <p><input type="checkbox"/> Everyday (<i>continue to RI 4c</i>) <input type="checkbox"/> Some days (if less than 7 days per week) (<i>continue to RI 4c</i>) <input type="checkbox"/> Not at all (<i>skip to RI 5c</i>) <input type="checkbox"/> Don’t know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked</p>	<p>Canadian Quitline Question <i>Ask only if caller responded “yes” to RI 2c.</i></p> <p>3c. Do you currently smoke A PIPE daily, occasionally, or not at all? [NOTE: “currently” refers to right now, today.]</p> <p>DO NOT READ</p> <p><input type="checkbox"/> Daily (<i>continue to RI 4c</i>) <input type="checkbox"/> Occasionally (if less than 7 days per week) (<i>continue to RI 4c</i>) <input type="checkbox"/> Not at all (<i>skip to RI 5c</i>) <input type="checkbox"/> Don’t know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked</p>
RI 4c	<p><u>Guidance for Intake Specialist:</u> <i>If this item is assessed through conversation with the caller, counselors or other quitline staff should confirm the number. For example, “You said that you smoke 10 pipes per week during the weeks that you smoke. Is that correct?”</i></p> <p><i>If caller cannot identify a specific number, probe: “Give me your best guess – it is OK if it is not perfect.”</i></p> <p>4c. How many PIPES do you smoke per week during the weeks that you smoke? (<i>pipes per week</i>) _____</p> <p>DO NOT READ Record # _____</p> <p><input type="checkbox"/> Don’t know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked</p>	
<p><i>IF RI 3c = EVERY DAY/DAILY SKIP TO RI 3d-e as indicated by the type of tobacco use in RI 2 d-e.</i></p>		

<p>RI 5c</p>	<p><u>Guidance for Intake Specialist:</u> If caller cannot identify a specific date, probe: “Give me your best guess – it is OK if it is not perfect”.</p> <p>5c. When was the last time you smoked a pipe, even a puff (dd/mm/yyyy)?</p> <p>DO NOT READ Record date: dd/mm/yyyy</p> <p><input type="checkbox"/> Don’t know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked</p>	
<p><i>If RI 2d-e = "no" for all other types of tobacco, skip to RI 6.</i></p>		
<p>RI 3d</p>	<p>US Quitline Question <i>Ask only if caller responded “yes” to RI 2d.</i></p> <p>3d. Do you currently use CHEWING TOBACCO, SNUFF, OR DIP every day, some days, or not at all? <i>[NOTE: “currently” refers to right now, today.]</i></p> <p>DO NOT READ</p> <p><input type="checkbox"/> Everyday (<i>continue to RI 4d</i>) <input type="checkbox"/> Some days (if less than 7 days per week) (<i>continue to RI 4d</i>) <input type="checkbox"/> Not at all (<i>skip to RI 5d</i>) <input type="checkbox"/> Don’t know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked</p>	<p>Canadian Quitline Question <i>Ask only if caller responded “yes” to RI 2d.</i></p> <p>3d. Do you currently use CHEWING TOBACCO, SNUFF, OR DIP daily, occasionally, or not at all? <i>[NOTE: “currently” refers to right now, today.]</i></p> <p>DO NOT READ</p> <p><input type="checkbox"/> Daily (<i>continue to RI 4d</i>) <input type="checkbox"/> Occasionally (if less than 7 days per week) (<i>continue to RI 4d</i>) <input type="checkbox"/> Not at all (<i>skip to RI 5d</i>) <input type="checkbox"/> Don’t know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked</p>
<p>RI 4d</p>	<p><u>Guidance for Intake Specialist:</u> <i>If this item is assessed through conversation with the caller, counselors or other quitline staff should confirm the number. For example, “You said that you use 2 tins per week during the weeks that you use. Is that correct?”</i></p> <p><i>If caller cannot identify a specific number, probe: “Give me your best guess – it is OK if it is not perfect.”</i></p> <p>4d. How many POUCHES OR TINS do you use per week during the weeks that you use tobacco? (<i>pouches/tins per week</i>) _____</p> <p>DO NOT READ Record # _____</p> <p><input type="checkbox"/> Don’t know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked</p>	
<p><i>IF RI 3d = EVERYDAY/DAILY AND RI 2e = "yes" CONTINUE TO RI 3e.</i> <i>IF RI 3d = EVERYDAY/DAILY AND RI 2e = "no" SKIP TO RI 6.</i></p>		

<p>RI 5d</p>	<p><u>Guidance for Intake Specialist:</u> If caller cannot identify a specific date, probe: “Give me your best guess – it is OK if it is not perfect.”</p> <p>5d. When was the last time you used chewing tobacco, snuff, or dip, even a pinch (dd/mm/yyyy)?</p> <p>DO NOT READ Record date: dd/mm/yyyy</p> <p><input type="checkbox"/> Don’t know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked</p>	
<p>RI 3e</p>	<p>US Quitline Question: <i>Ask only if caller responded “yes” to RI 2e.</i></p> <p>3e. Do you currently use OTHER TYPES OF TOBACCO every day, some days, or not at all? [NOTE: “currently” refers to right now, today.]</p> <p>DO NOT READ</p> <p><input type="checkbox"/> Everyday (<i>continue to RI 4e</i>) <input type="checkbox"/> Some days (if less than 7 days per week) (<i>continue to RI 4e</i>) <input type="checkbox"/> Not at all (<i>skip to RI 5e</i>) <input type="checkbox"/> Don’t know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked</p>	<p>Canadian Quitline Question: <i>Ask only if caller responded “yes” to RI 2e.</i></p> <p>3e. Do you currently use OTHER TYPES OF TOBACCO daily, occasionally, or not at all? [NOTE: “currently” refers to right now, today.]</p> <p>DO NOT READ</p> <p><input type="checkbox"/> Daily (<i>continue to RI 4e</i>) <input type="checkbox"/> Occasionally (if less than 7 days per week) (<i>continue to RI 4e</i>) <input type="checkbox"/> Not at all (<i>skip to RI 5e</i>) <input type="checkbox"/> Don’t know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked</p>
<p>RI 4e</p>	<p><u>Guidance for Intake Specialist:</u> <i>If this item is assessed through conversation with the caller, counselors or other quitline staff should confirm the number. For example, “You said that you smoke 10 bidis per week during the weeks that you smoke. Is that correct?”</i></p> <p><i>If caller cannot identify a specific number, probe: “Give me your best guess – it is OK if it is not perfect.”</i></p> <p>4e. How much [how many] OTHER TOBACCO do you use per week during the weeks that you use other tobacco? (<i>other tobacco per week</i>) _____</p> <p>DO NOT READ Record # _____</p> <p><input type="checkbox"/> Don’t know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked</p>	
<p><i>IF RI 3e = " everyday/daily" SKIP to RI 6</i></p>		
<p>RI 5e</p>	<p><u>Guidance for Intake Specialist:</u> If caller cannot identify a specific date, probe: “Give me your best guess – it is OK if it is not perfect.”</p>	

	<p>5e. When was the last time you used other types of tobacco, even a puff or pinch (dd/mm/yyyy)?</p> <p>DO NOT READ Record date: dd/mm/yyyy</p> <p><input type="checkbox"/> Don't know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked</p>
RI 6	<p><u>Guidance for Quitlines:</u> Ask if RI 3a = "everyday/daily" or "some days/occasionally"</p> <p>6. How soon after you wake up do you smoke your first cigarette?</p> <p>DO NOT READ</p> <p><input type="checkbox"/> Within five minutes <input type="checkbox"/> 6 to 30 minutes <input type="checkbox"/> 31 to 60 minutes <input type="checkbox"/> More than 60 minutes <input type="checkbox"/> Don't know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked</p>
RI 7a	<p><u>Guidance for Quitlines:</u> Ask only if participant replied they have used cigarettes in the past 30 days in question RI 2a.</p> <p>7a. Do you intend to quit using cigarettes within the next 30 days?</p> <p>DO NOT READ</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked</p>
	<p><i>If RI 2b-e = "no" for all other types of tobacco, skip to RI 8</i></p>
RI 7b	<p><u>Guidance for Quitlines:</u> Ask only if participant replied they have used cigars, cigarillos, or little cigars in the past 30 days in question RI 2b</p> <p>7b. Do you intend to quit using cigars, cigarillos, or little cigars within the next 30 days?</p> <p>DO NOT READ</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked</p>
RI 7c	<p><u>Guidance for Quitlines:</u> Ask only if participant replied they have used a pipe in the past 30 days in question RI 2c.</p>

	<p>7c. Do you intend to quit using a pipe within the next 30 days?</p> <p>DO NOT READ</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Don't know</p> <p><input type="checkbox"/> Refused</p> <p><input type="checkbox"/> Not asked</p>
<p>RI 7d</p>	<p><i>Guidance for Quitlines:</i> Ask only if participant replied they have used a pipe in the past 30 days in question RI 2d.</p> <p><i>Guidance for Intake Specialists:</i> Include examples of brand names “such as Skoal, Copenhagen, Grizzley, Levi Garrett, Red Man or Day’s Work” if needed.</p> <p>7d. Do you intend to quit using chewing tobacco, snuff, or dip within the next 30 days?</p> <p>DO NOT READ</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Don't know</p> <p><input type="checkbox"/> Refused</p> <p><input type="checkbox"/> Not asked</p>
<p>RI 7e</p>	<p><i>Guidance for Quitlines:</i> Ask only if participant replied they have used a pipe in the past 30 days in question RI 2e.</p> <p>7e. Do you intend to quit using [NAME OF OTHER TOBACCO PRODUCT] within the next 30 days?</p> <p>DO NOT READ</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Don't know</p> <p><input type="checkbox"/> Refused</p> <p><input type="checkbox"/> Not asked</p>
<p>RI 8</p>	<p><u>Introduction for question RI 8:</u></p> <p>“Next I am going to ask you about your use of e-cigarettes. To better assist quitline callers with quitting tobacco, the quitline would like to understand if quitline callers are using e-cigarettes and other electronic vaping products, such as JUUL, NJOY, BLU, MarkTen, or Vuse, to vape nicotine. We understand that other products can be vaped, but the quitline is only asking about the use of e-cigarettes to vape nicotine.”</p> <p>8. Have you used an e-cigarette or other electronic “vaping” products in the past 30 days? We are only asking about products used to vape nicotine, not other substances like marijuana.</p> <p>DO NOT READ</p>

	<input type="checkbox"/> Yes (<i>continue to RI 9</i>) <input type="checkbox"/> No (<i>continue to RI 9</i>) <input type="checkbox"/> Don't know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked
C. CALLER CHARACTERISTICS (Ask of all eligible* callers) <i>(*eligible is defined by each quitline and should be clearly described. For example, if a quitline provides services of any kind to proxy callers, then proxy callers should be asked this question.)</i>	
Optional Scripting: Before we finish, I'd like to ask you some additional questions about yourself.	
MD S ID	Question
RI 9	9. So that I am not assuming anything, what best describes your gender? DO NOT READ <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender female/Trans woman <input type="checkbox"/> Transgender male/Trans man <input type="checkbox"/> Genderqueer/Gender nonconforming <input type="checkbox"/> Other <input type="checkbox"/> Refused <input type="checkbox"/> Not asked
RI 10a	<i>Guidance for Intake Specialists:</i> <i>If callers show concern about this question, feel free to add the following sentence - "We ask this to determine whether the quitline is serving this population of tobacco users".</i> 10a: Do you consider yourself to be gay, lesbian, or bisexual? DO NOT READ <input type="checkbox"/> Yes – (<i>continue to RI 10b</i>) <input type="checkbox"/> No – (<i>skip to RI 11</i>) <input type="checkbox"/> Don't know <input type="checkbox"/> Refused <input type="checkbox"/> Not Asked
RI 10b	10b. Thank you, please indicate which of the following apply to you. READ RESPONSE OPTIONS <input type="checkbox"/> Bisexual <input type="checkbox"/> Gay <input type="checkbox"/> Lesbian <input type="checkbox"/> Queer <input type="checkbox"/> Don't know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked

<p>RI 11</p>	<p><i>Guidance for Intake Specialists:</i> <i>It is acceptable to assess this information through conversation with the caller, although the specific year of birth should be confirmed. (E.g., if asked in 2019 “you just said you are 62 years old. Does that mean you were born in 1957?”)</i></p> <p><i>It is also acceptable to use the following alternative question: What is your date of birth? __ / ____ (mm/yyyy)</i></p> <p>11. What year were you born? _____</p> <p>DO NOT READ Record year: yyyy</p> <p><input type="checkbox"/> Don’t know <input type="checkbox"/> Refused <input type="checkbox"/> Not asked</p>	
<p>RI 12</p>	<p>US Quitline Question:</p> <p><i>Guidance:</i> <i>Quitlines may modify the response categories to list specific health plans or public health insurance programs offered in their state. If response categories are modified, quitlines should do so in a manner that will allow the response categories to be rolled-up into the response categories listed for reporting to the NQDW and the NAQC Annual Survey.</i></p> <p><i>If a quitline caller is unsure of the type of health insurance they have, but can name the health plan, intake specialist should probe to find out if the quitline caller is covered via an employer (or partner’s employer) or via medical assistance (i.e., Medicaid or Medicare).</i></p> <p>12. What type of health insurance do you have?</p> <p>READ RESPOSNE OPTIONS TO CALLER</p> <p><input type="checkbox"/> Private insurance (e.g., employer based or self-pay) <input type="checkbox"/> Medicaid <input type="checkbox"/> Medicare <input type="checkbox"/> Military insurance <input type="checkbox"/> Currently do not have health insurance <input type="checkbox"/> Don’t know</p>	<p>No Canadian Quitline Question.</p>

	<input type="checkbox"/> Refused <input type="checkbox"/> Not asked	
RI 13	<p>US Quitline Question: 13. What is the highest level of education you have completed?</p> <p>DO NOT READ</p> <input type="checkbox"/> Less than grade 9 <input type="checkbox"/> Grade 9 to 11, no degree <input type="checkbox"/> GED <input type="checkbox"/> High school degree <input type="checkbox"/> Some college or university (includes some technical or trade school) <input type="checkbox"/> College or university degree (includes AA, BA, Masters, Ph.D.) <input type="checkbox"/> Refused <input type="checkbox"/> Don't know <input type="checkbox"/> Not asked	<p>Canadian Quitline Question: 13. What is the highest level of education you have completed?</p> <p>DO NOT READ</p> <input type="checkbox"/> Less than high school <input type="checkbox"/> High school diploma, certificate, or equivalent <input type="checkbox"/> Some post-secondary education without degree, certificate, or diploma <input type="checkbox"/> Registered Apprenticeship or other trades certificate or diploma <input type="checkbox"/> College, CEGEP, or other certificate or diploma <input type="checkbox"/> University degree (including LL.B.; Masters degree; degree in medicine, dentistry, veterinary medicine, or optometry; or doctorate) <input type="checkbox"/> Refused <input type="checkbox"/> Don't know <input type="checkbox"/> Not asked

RI 14	US Quitline Question: 14. Are you of Hispanic or Latino origin? DO NOT READ <input type="checkbox"/> No (Not of Hispanic or Latino origin) <input type="checkbox"/> Yes (of Hispanic or Latino origin) <input type="checkbox"/> Refused <input type="checkbox"/> Don't know <input type="checkbox"/> Not asked	No Canadian Quitline Question
RI 15	US Quitline Question: 15. What is your race? Which one or more of these groups would you say best describes you? (select one or more response options) READ RESPONSE OPTIONS IF NEEDED <input type="checkbox"/> White <input type="checkbox"/> Black or Africans American <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian or other Pacific Islander <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Some other race <input type="checkbox"/> Don't know <input type="checkbox"/> Refused <input type="checkbox"/> Not Asked	Canadian Quitline Question: 15. People living in Canada come from many different cultural and racial backgrounds. Are you: (Note: <i>This information is collected so that we can monitor and ensure that our program is reaching people from different cultural and racial backgrounds.</i>) READ RESPONSE OPTIONS; CAN CHECK MORE THAN ONE <input type="checkbox"/> White <input type="checkbox"/> Asian <input type="checkbox"/> Middle Eastern (Arab, Iranian/Persian, Afghan, etc.) <input type="checkbox"/> Black <input type="checkbox"/> Latin American <input type="checkbox"/> Aboriginal (First Nations/North American Indian, Métis, or Inuk/Inuit) DO NOT READ <input type="checkbox"/> Other <input type="checkbox"/> Don't know <input type="checkbox"/> Refused <input type="checkbox"/> Not Asked
RI 16	16. Do you have any behavioral health conditions, such as an anxiety disorder, depression disorder, bipolar disorder, or schizophrenia? DO NOT READ <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/> Refused <input type="checkbox"/> Not Asked	
END MDS REQUIRED INTAKE QUESTION		

D. INTAKE ADMINISTRATIVE DATA

Guidance for Quitlines:

Quitlines should work closely with their service provider to ensure the following information is captured, documented and updated as needed for each quitline caller in the quitline service provider's intake and case management systems. Definitions of terms have been included to help quitlines and service providers clearly communicate about what data are needed and how the data are used.

- **Counselor ID:** This is a unique number that can identify which quitline counselor/coach provided services. These data can help service providers in quality improvement efforts.
- **Client/Caller ID:** This is a unique number assigned to each quitline caller. These data are essential for tracking quitline callers through their participation in the quitline and use of quitline services. A caller ID allow quitlines to determine the number of unique individuals who have received services from the quitline; these are key data needed for quitlines to calculate NAQC recommended benchmarking metrics such as Promotional Reach, Treatment Reach and Quit Rates. For additional information on reach and quit rates refer to the following NAQC Best Practices papers:
 - Measuring Reach of Quitlines Programs
 - Calculating Quit Rates, 2015 Update
- **Date of first contact with quitline:** This is the date (day, month and year) that a quitline caller first had contact with the quitline. These data help quitlines understand if a quitline caller is seeking services more than once in a given time period; which can be important information for determining eligibility for some services offered by the quitline.
- **Language of preference:** This is the language the quitline caller prefers to use when communicating with a quitline intake specialist or quitline counselor. These data can be used to help a quitline understand the variety of languages they need available to serve quitline callers.
- **Result of first contact:** This documents what services or information were provided to the quitline caller during the first contact.
- **Mode of entry to the quitline:** This describes how the quitline caller came into contact with the quitline, based on the mode(s) of entry the quitline offers. It is recommended that quitlines and service providers review NAQC Best Practices papers, Quitline Services: Current Practice and Evidence Base and Call Center Metrics: Best Practices in Performance Measurement and Management to Maximize Quitline Efficiency and Quality. These papers can help states and service providers understand the evidence base and current practice for modes of entry to quitlines and how data gathered on mode of entry can be used in quality improvement. Below are the essential modes of entry NAQC recommends quitlines document data on:
 - **Direct call:** A Direct Call is an inbound call to the quitline telephone system. Quitlines may want to further specify the result of the direct call. For example: was the call answered, did the call go to voicemail, and were calls that went to voicemail returned.
 - **Referral:** Referrals are client referrals to the quitline from health professionals (e.g. health care provider, dentist, pharmacist), state services or community-based service organizations (e.g. WIC, Head Start, Public Housing Agency, workforce development) on behalf of a patient or client who expressed interest in assistance with quitting tobacco, which generates an outbound call initiated from the quitline to the patient.
 - Quitlines and service providers should ensure referrals are documented by the type of referral.
 - Fax Referral
 - Email/online referral
 - EHR referral/eReferral

- Quitline and service providers should ensure referral information are fully incorporated into intake and case management systems (e.g., contact information and best time to contact)
- **Web-based Enrollment:** WEB ENROLLMENT is an online intake form for enrollment in cessation services offered by the state quitline and completed via the quitline’s WEB ENROLLMENT PAGE/STANDARD INTAKE.
- **Services received by the caller:** This documents what services the quitline caller received and should be updated after each contact with the quitline caller. The types of services that can be documented will depend on the services offered by the quitline. It is recommended quitlines and services providers review NAQC’s Best Practices paper, Quitline Services: Current Practice and Evidence Base, to determine the types of services the quitline offers. Below are general types of evidence-based services with definitions.
 - **Counseling Call:** Counseling Call is defined as tobacco-user centered, person tailored, in-depth, motivational interaction between a cessation coach/counselor and tobacco user. This DOES NOT include time spent on intake/registration or administration.
 - Quitlines and service providers should also ensure the number of counseling calls and number of counseling minutes per call and cumulative across all counseling calls are recorded.
 - **FDA-approved Cessation Medications:** FDA approved cessation medications include: Nicotine Replacement Therapy (NRT) in the form of gum, patch or lozenge, Nicotine Inhaler, Nicotine Nasal Spray, Bupropion (Wellbutrin), Varenicline (Chantix)
 - Quitlines and services providers should also ensure the amount provided is documented.
 - **Self-help Materials:** Self-help materials are psychoeducational literature sent to tobacco users or their friends and family to assist them through the quitting process, either on their own or in conjunction with counseling or other services. Self-help materials have traditionally been mailed in printed hard copy format, however they can be provided electronically or in an audio or video format.
 - Quitlines and service providers may want to further document how the self-help material(s) were provided (e.g., mailed, emailed, video or audio file download).

