STATE OF NORTH CAROLINA

Department of Health and Human Services

Division of State Operated Healthcare Facilities

Invitation for Bid #: 30-26061

Locum Tenens – Professional Medical Staffing

Date of Issue: July 22, 2026

Bid Opening Date: September 21, 2026

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Brooke Wells

DSOHF Procurement Specialist

Email: Brooke.Wells@dhhs.nc.gov

STATE OF NORTH CAROLINA

Invitation for Bid

30-26061

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

This page shall be filled out and returned with your bid.
Failure to do so may subject your bid to rejection.

_____

Vendor Name

_____

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered Vendor in good standing. You must enter the Vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a Vendor number, register at https://evp.nc.gov/SignIn

STATE OF NORTH CAROLINA
DHHS - Division of State Operated Healthcare Facilities

Refer *ALL* Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details: Brooke Wells	**Invitation for Bid No.: 30-26061** **Bids will be publicly opened: 09/21/2026 2:00pm EST**
Using Agency: DHHS-DSOHF **Requisition No.: TBD**	**Commodity No. and Description: 851215 – Primary Care Practitioner Services, 851216 – Medical Doctor Specialist Services, 851217 – Healthcare Provider Specialist Services, 851219 – Pharmacists, 851220 – Dental Services, 851221 – Medical Rehabilitation Services for Patients**

EXECUTION

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its Sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned Vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS** incorporated herein**.** These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
VENDOR'S AUTHORIZED SIGNATURE*:	**DATE:**	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: _180__ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BIDS

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this_____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of DHHS - DSOHF)

Contents

1.0 PURPOSE AND BACKGROUND

The purpose of the Invitation for Bid (IFB) is to solicit proposals from qualified Vendors to provide Locum Tenens on an as needed basis to the State of North Carolina, Department of Health and Human Services (DHHS), Division of State Operated Healthcare Facilities (DSOHF), intends to secure multiple contracts for the provision of statewide Locum Tenens coverage to provide Clinicians to patients seeking care at DSOHF.

DSOHF requires Locum Tenens to provide medical services from licensed and/or certified medical specialists to include, but not limited to, **Psychologists, Psychiatrists, Primary Care Physicians, Family Medical, Laboratory Specialists, Physical Therapists, Occupational Therapists, Occupational Therapist Assistant, Speech Therapist, Radiology Specialists, Optometrist, Dentist, and Cardiopulmonary, Pharmacist** as needed to meet patient needs while recruiting efforts are underway for permanent employees. Without the appropriate staffing levels of DSOHF they would be unable to meet CMS and JCAHO requirements and maintain an appropriate census level. This could lead to regulatory/accreditation deficiencies or worst-case scenario a failure to adequately attend to best practice standards which is paramount for in-patient psychiatric facilities.

The provider will give high quality care to all patients. 95% of identified patients evaluated and treated by contracted provider are expected to experience benefit as a consequence of having received the service.

Patients will receive appropriate service 100% of the time as evidenced by regular evaluations of contractor by Clinical supervisor at DSOHF. These evaluations include, but are not limited to, case supervision and chart review.

DSOHF Locations included in contract:

FACILITY NAME	LOCATION
J. Iverson Riddle Developmental Center	300 Enola Road, Morganton, NC 28655
Murdoch Developmental Center	1600 E. Street, Butner, NC 27509
Caswell Development Center	2415 W. Vernon Ave., Kinston, NC 28504-3321
Broughton Hospital	1000 S. Sterling Street, Morganton NC 28655
Central Regional Hospital	300 Veazey Road, Butner, NC 27509
Cherry Hospital	1401 W. Ash Street, Goldsboro, NC 27530
Black Mountain Neuro-Medical Treatment Center	932 Old Highway 70, Black Mountain, NC 28711
O'Berry Neuro-Medical Treatment Center	400 Old Smithfield Road, Goldsboro, NC 27530
Longleaf Neuro-Medical Treatment Center	4761 Ward Blvd., Wilson, NC 27893
Julian F. Keith Alcohol and Drug Abuse Treatment Center	201 Tabernacle Road, Black Mountain, NC 28711
Walter B. Jones Alcohol and Drug Abuse Treatment Center	2577 West 5th Street, Greenville, NC 27834
Whitaker Psychiatric Residential Treatment Facility	1003 12th Street, Butner, NC 27509

The intent of this solicitation is to award an Agency Specific Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of three *(*3*)* years, beginning on the date of final Contract execution (the "Effective Date").

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

This IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: http://eprocurement.nc.gov/.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and Vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

http://eprocurement.nc.gov/training/Vendor-training.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

2.4 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	07/22/2026

Submit Written Questions	Vendor	08/13/2026 11:00am EST
Provide Response to Questions	State	08/20/2026 5:00pm EST
Submit Bids	Vendor	09/21/2026 2:00pm EST **Microsoft Teams meeting** **Join:** https://teams.microsoft.com/meet/258832371618526?p=kMf0ycL1IrwaCzKqOk Meeting ID: 258 832 371 618 526 Passcode: LH7do3CB Need help? | System reference **Dial in by phone** +1 984-204-1487,,342977448# United States, Raleigh Find a local number Phone conference ID: 342 977 448# **Join on a video conferencing device** Tenant key: ncgov@m.webex.com Video ID: 117 269 605 6 More info For organizers: Meeting options | Reset dial-in PIN
Contract Award	State	TBD

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "**IFB #30-26061 – Questions**" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the 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 ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bids(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the 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 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.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a 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 determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the bid with its bid submission, the Department may release an unredacted version if a record request is received.

2.7 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

a) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.

b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.

c) Any applicable LICENSES/CERTIFICATIONS/REGISTRATIONS (Section 4.9)

d) Completed version of ATTACHMENT A: PRICING SUBMITTAL EXCEL WORKSHEET (uploaded separately in Ariba)

e) Completed version of ATTACHMENT D: CUSTOMER REFERENCE FORM

f) Completed version of ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR

g) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

h) Completed and signed version of ATTACHMENT G: STATE OF NORTH CAROLINA SUBSTITUTE W-9 FORM

i) Completed and signed version of ATTACHMENT H: STATE CERTIFICATIONS

j) Completed and signed version of ATTACHMENT I: BUSINESS ASSOCIATE ADDENDUM

k) Completed and signed version of ATTACHMENT J: DSOHF POLICY IC 182 AL ATTESTATION STATEMENT

2.8 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

1) AMA: American Medical Association
2) CMS: Centers for Medicare and Medicaid Services
3) JCAHO: Joint Commission on Accreditation of Healthcare Organizations
4) TJC: The Joint Commission

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to multiple Vendors, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items, or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29. of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the procurement lead named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's bid or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB, or inquiries directed to the procurement lead named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to *the electronic Vendor Portal (eVP), https://evp.nc.gov,* under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

a) Total cost to the State
b) Level of quality provided by the Vendor
c) Process and performance capability across multiple jurisdictions

d) Protection of the State's information and intellectual property
e) Availability of pertinent skills
f) Ability to understand the State's business requirements and internal operational culture
g) Particular risk factors such as the security of the State's information technology
h) Relations with citizens and employees
i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING SUBMITTAL EXCEL WORKSHEET included in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 FEES

1. The rate specified for each professional is all-inclusive and no additional fees shall be applied. This includes any pre-employment requirements such as background checks, immunization requirements, TB tests, etc.
2. Payment for each timecard period is due within thirty (30) days from invoice approval date.
3. Should the Provider provide services/work on a recognized holiday, the premium rate quoted for psychiatry nurse practitioners, psychiatrists, primary care physicians, medical nurse practitioners will be charged for the actual number of hours worked. Should the Provider have 24-hour call duties on the weekend or holiday, the Weekend & Holiday on-Call flat rate per 24-hour coverage rate quoted for psychiatric nurse practitioners, psychiatrists, primary care physician and medical nurse practitioners will be charged. Holidays recognized for this quote are the actual calendar dates for each of the following Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify 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 this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty

(30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.4 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT D: CUSTOMER REFERENCE FORM, for which it has provided services of similar size and scope to those proposed herein. References shall not be from the same company or from the soliciting State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has provided services of similar size and scope to those proposed herein. The State may contact these users to determine whether the services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Bid.

4.5 BACKGROUND CHECKS & DRUG SCREENING

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the State as stated in more detail in Attachment J: NORTH CAROLINA TERMS AND CONDITIONS – MEDICAL SERVICES.

Vendor's drug screen of personnel is acceptable by the State at Vendor's expense within 60 days prior to beginning work with the State. Vendor and its personnel are required to provide or undergo national background checks at Vendor's expense within 60 days prior to beginning work with the State.

Vendor's response to these requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any failed drug screens, criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

4.5.1 VENDOR BACKGROUND CHECK & DRUG SCREENING AGREEMENT

Vendor agrees to conduct a background check and drug screening per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract:

☐ YES ☐ NO

4.6 APPLICABLE LICENSES/CERTIFICATIONS/REGISTRATIONS

Vendor shall provide, as applicable, a current and valid copy of the license/certification/registration for professional services outlined in the Scope of Work. Vendor can add applicable documents to their returned response in Section 6.1 RETURN SOLICITATION DOCUMENT in the Ariba Sourcing Tool or if needed they can submit as a separate document/zip file in Section 6.2 APPLICABLE LICENSES/CERTIFICATGIONS/REGISTRATIONS in the Ariba Sourcing Tool.

Requirement	**Provided with Response**
Copy of current Professional Liability Insurance is attached.	YES ☐ NO ☐
Copy of current License/ Certifications / Registrations is attached.	YES ☐ NO ☐
Copy of current malpractice insurance policy is included.	YES ☐ NO ☐
Copy of current BLS (AHA) certification is included,	YES ☐ NO ☐
Proof of TB testing (PPD or Quantiferon) within 30 days of start or CXR if known positive	YES ☐ NO ☐

4.7 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.8 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award.
No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.
A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute "transacting business" in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: https://www.sosnc.gov/ to register.

Vendor has registered with the North Carolina Secretary of State: Yes☐ No ☐

4.9 VACCINATION AND INFECTION CONTROL MEASURES

All Division of State Operated Healthcare Facilities (DSOHF) staff and contractors must comply with immunization requirements as a condition of performing work in any DSOHF facility. DSOHF Vaccination policy (No. 182 and 148 January 01, 2025) applies to all DSOHF employees, volunteers, students, and trainees, working for or within a DSOHF facility. In addition, DHHS employees, whose assigned primary worksite is within or on the grounds of a DSOHF facility shall follow this policy. Moreover, the vaccination policy applies to all contract and temporary workers who: 1) have direct contact with patients/residents in a DSOHF facility, or 2) work primarily within or on the grounds of a DSOHF facility, or 3) have an employee-employer relationship working for or within a DSOHF facility.

This policy does not apply to outside health providers rendering services to Division patients/residents on their own behalf and at their own location, except to the extent required by applicable state or federal laws or regulations.

DSOHF staff and contractors must adhere to the policies and procedures of DSOHF FACILITIES listed in this Contract including control measures to detect and prevent the spread of communicable diseases. When indicated, based on the presence of a communicable disease in the facility, or in the community, DSOHF FACILITIES listed in this Contract may order control measures, including screening/testing to detect the communicable disease or immunity thereto, source control, PPE, reassignment, furlough, or physical isolation from patients/residents of any covered individual who: 1) has regular contact with patients/residents; or 2) who provides services to patients/residents; or 3) who work in any facility area.

Vendor shall complete ATTACHMENT K: DSOHF POLICY IC 182 AL ATTESTATION STATEMENT All professional staff referred and hired through this agreement must be compliant with policies 182 and 148 prior to start date.

4.10 DSOHF FACILITY DUTIES

To enable Vendor to attract qualified Providers to the facilities, DSOHF will:

1. Use independent judgment as to a Provider's qualifications, credentials and background. DSOHF acknowledges that the ultimate decision as to a Provider's qualifications belongs to the DSOHF facility;
2. Inform Vendor within forty-eight (48) hours if any Provider presented by Vendor is already known to the DSOHF facility. Otherwise, the Provider will be conclusively presumed to have been introduced by Vendor. The DSOHF facility agrees to submit proof of a prior relationship or introduction upon request by Vendor;
3. Provide the Provider with a reasonable work schedule, reasonably maintained usual and customary equipment, usual and customary supplies, a suitable practice environment complying with accepted clinical and procedural

standards and, as necessary, appropriately trained support staff to enable the Provider(s) to perform his/her services;

4. Pay for any medical staff application and medical staff membership fees for any Provider;
5. Pay for any Insurance enrollments required by DHHS (e.g. NC TRACKS).
6. Assist the Provider in obtaining hospital privileges as applicable;
7. Comply with AMA, TJC, CMS, federal, state and local standards relating to patient care and related activities;
8. Provide peer review quality data that evaluates the Providers professional practice, in accordance with industry standard, annually (before May 1), to the DSOHF facility Chief Medical Officer and Contract Administrator. This data is factored into the decision to grant or deny privileges, and for renewal of existing privileges.
9. Participate in Vendor's customer service/risk management activities by reporting immediately to Vice President of Customer Service/Risk Management and to Vendor's Medical Director, any incident which may lead to a malpractice claim or disciplinary actions taken against any Provider which Vendor has provided to a DSOHF facility;
10. Not disclose or discuss our fees with any Provider that Vendor presents to DSOHF facilities;
11. Not discriminate on the basis of color, sex, race, creed, religion or economic status.
12. If North Carolina participates in the patient compensation fund, the DSOHF facility is responsible for all fees associated with the fund.

4.11 QUALITY ASSURANCE AND CONTRACT EVALUATION

This Contract is monitored for compliance with the terms by the Clinical Director or his designee, Performance reviews for each contract Provider are completed within 90 days, and semiannually. The Clinical Director identifies performance deficits and collaborates on individualized performance improvement plan. Additionally, all accidents, injuries and or incidents involving the contract physician are reviewed and discussed with the contractor.

The Clinical Director or his designee will review the Vendor contract annually to decide if the contract services are adequate, based on performance requirements of the scope of work, and the state job description to evaluate if the contract should be renewed or canceled.

4.12 STANDARDS OF SERVICE

DSOHF represents that it is not currently under investigation by any state or federal governmental agency for Medicare or Medicaid false claims, fraud or abuse. Further, DSOHF represents that DSOHF facilities current Providers and staff have not been sanctioned by a state or federal governmental agency, that the DSOHF facilities and its current practicing Providers and staff are not excluded from participation in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event any state or federal governmental agency initiates an investigation of a DSOHF facility, or the Vendor discovers that the facilities representations in this Client Agreement are false, the Vendor reserves the right to immediately terminate this Agreement. DSOHF facilities will be liable for any costs or fees that result from this early termination.

The DSOHF facilities agree to assist Vendor in commitment to customer satisfaction and risk management by providing Vendor with meaningful feedback by (1) periodic performance review of Providers while on assignment, (2) including Providers placed through the Vendor in the ongoing quality assurance/risk management programs of the Client's facility, (3) providing necessary materials and reports on the performance of Providers to Vendor's customer service/risk management team, medical director and legal counsel, and (4) advising Vendor within 48 hours of Client receiving notification of any incident or claim involving a Provider placed through Vendor so that Vendor can cooperate in its resolution.

5.0 SPECIFICATIONS AND SCOPE OF WORK

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

5.1 SPECIFICATIONS

A. <u>VENDOR DUTIES</u>

To assist DSOHF facilities in obtaining qualified Providers, Vendor will:

1. Use their best efforts to present Providers acceptable to the facilities;
2. Reimburse the Provider(s) for his/her fee(s);
3. Pay for malpractice insurance coverage through their insurance carrier for any and all Provider(s) presented by Vendor to DSOHF facilities. This insurance is in excess of any other valid and collectible insurance maintained by Provider and Client;

4. Verify and obtain Provider licensure.
5. Allow DSOHF facilities to retain revenue generated by any Vendor's Provider(s) placed by Vendor.
6. Require that any Providers the Vendor places with a DSOHF facility give the facility a minimum of thirty (30) days advanced written notice of termination and complete all of their charts before they leave.
7. Psychiatric and Behavioral Health Providers, Medical Providers, and Allied Health Professionals shall perform all services within the full scope of their licensure, certification, and training. This includes discipline-appropriate assessment, evaluation, diagnosis (where applicable), treatment or service delivery, participation in interdisciplinary care, and duties as outlined in the North Carolina State Job Descriptions provided to the Vendor when clinical personnel are requested.
8. Require that Providers participate in DSOHF facility's Orientation Program for New Employees per DSOHF policy.
9. Require that Providers return their identification badge, keys, cell phone, Dictaphone and all other equipment provided by the DSOHF facility.
10. The Contractor shall inform all medical personnel it tenders to the DSOHF facilities that G.S. § 130A-493 prohibits all smoking in all of the buildings and campuses.

B. **The Vendor Guarantee:** Vendor is committed to the satisfaction of the Providers placed by Vendor and the DSOHF facilities who contract for their services. This means that Vendor will provide courteous and professional services in all dealings. Vendor will see to solve problems quickly and equitably.

1. If a DSOHF facility is not reasonably satisfied with the clinical performance or professional conduct of any Provider(s) Vendor places with the facility, and the facility requests in writing that the Provider(s) be removed from the Assignment within two (2) working days of the initial placement, Vendor will remove the Provider upon receipt of the appropriate written documentation.
2. If a DSOHF facility is not reasonably satisfied with the clinical performance or professional conduct of any Provider Vendor places with the facility within the first thirty (30) days of the initial placement and the facility requests in writing that the Provider be removed, and the facility provides Vendor with the appropriate written documentation, Vendor will remove the provider.

C. **Standards of Service**

1. DSOHF represents that it is not currently under investigation by any state or federal governmental agency for Medicare or Medicaid false claims, fraud or abuse. Further, DSOHF represents that DSOHF facilities current Providers and staff have not been sanctioned by a state or federal governmental agency, that the DSOHF facilities and its current practicing Providers and staff are not excluded from participation in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event any state or federal governmental agency initiates an investigation of a DSOHF facility, or the Vendor discovers that the facilities representations in this Client Agreement are false, the Vendor reserves the right to immediately terminate this Agreement. DSOHF facilities will be liable for any costs or fees that result from this early termination.
2. The DSOHF facilities agree to assist Vendor in commitment to customer satisfaction and risk management by providing Vendor with meaningful feedback by (1) periodic performance review of Providers while on assignment, (2) including Providers placed through the Vendor in the ongoing quality assurance/risk management programs of the Client's facility, (3) providing necessary materials and reports on the performance of Providers to Vendor's customer service/risk management team, medical director and legal counsel, and (4) advising Vendor within 48 hours of Client receiving notification of any incident or claim involving a Provider placed through Vendor so that Vendor can cooperate in its resolution.

D. **General**

1. All curricula vitae and other information about Providers the Vendor provides to the Client are confidential and are for the DSOHF facilities internal use only. DSOHF facilities will not distribute them to any third party without Vendor's prior written permission.

Vendor.com will retain its records and provide government authorities access to them consistent with Title 42 of the United States Code Annotated, Section 1395x(v)(1).

5.2 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods and/or services. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

_____

_____

_____

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 INVOICES

Vendor shall invoice each Procurement Entity **separately**. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Procurement Entity with an invoice for each order. The timesheet for the relevant period of time covered in the invoice shall be attached to the invoice with the facility supervising clinical staff as the approver. Invoices shall include detailed information to allow Procurement Entity to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Item Descriptions, Price, Quantity, and Unit of Measure.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

6.3 POST AWARD BUSINESS REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet as requested with the State for Business 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.

6.4 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.5 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to six (6) months 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. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.6 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to 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 this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.7 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be done through the Contract Administrator.

6.8 ATTACHMENTS

All attachments to this IFB are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:
https://ncadmin.nc.gov/documents/vendor-forms

The remainder of this page is intentionally left blank

ATTACHMENT A: PRICING SUBMITTAL EXCEL WORKSHEET

The Excel worksheet is found in the Ariba Event under section 5.0 Pricing Submittal. Please download the Excel file, complete all relevant fields to your party, and then upload the completed file in section 5.1 ATTACHMENT A: PRICING SUBMITTAL.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

https://www.doa.nc.gov/pandc/north-carolina-instructions-vendors-1-2025/open

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

https://www.doa.nc.gov/north-carolina-general-terms-and-conditions-5-2025/open

ATTACHMENT D: CUSTOMER REFERENCE FORM

***Instructions**: Vendor shall use this template to submit three (3) customer references with its offer.*

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute G.S. 143-59.4, Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract.

Vendor shall complete items 1 and 2 below.

1. Will any work under this Contract be performed outside of the United States? ☐ YES ☐ NO

If "YES":

a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.

b) Specify the manner in which the resources or workers will be utilized:

2. Where within the United States will work be performed?

NOTES:

1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.

2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.

3. All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.

ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

The undersigned hereby certifies that: *[check all applicable boxes]*

☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit:_____(If no audit within past 18 months, explain reason below.)

☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☐ The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non- responsive and its submission rejected in its entirety.

_____ _____

Signature *Date*

_____ _____ *Printed*

Name *Title*

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT G: STATE OF NORTH CAROLINA SUBSTITUTE W-9 FORM

State_of_North_Carolina_Sub_W-9.pdf

REV 10/2023

NC Office of the State Controller **(IRS Form W-9 will not be accepted in lieu of this form)** ***Denotes a Required Field**	**STATE OF NORTH CAROLINA SUBSTITUTE W-9 FORM Request for Taxpayer Identification Number**	

Section 1 – Taxpayer Identification

***1.** ☐ Social Security Number (SSN), OR ☐ Employer Identification Number (EIN), OR ☐ Individual Taxpayer Identification Number (ITIN) ***2.** **(PRESS THE TAB KEY TO ENTER EACH NUMBER)**	Please select the appropriate Taxpayer Identification Number (EIN, SSN, or ITIN) type and enter your 9-digit ID number. The U.S. Taxpayer Identification Number is being requested per U.S. Tax Law. Failure to provide this information in a timely manner could prevent or delay payment to you or require The State of NC to withhold 24% for backup withholding tax.
***4. Legal Name** (as registered with the IRS - see instructions)**:**	**3. Unique Entity Identifier or Dunn & Bradstreet Universal Numbering System (DUNS) (see instructions):**
5. Business Name/DBA/Disregarded Entity Name, if different from Legal Name:	**(PRESS THE TAB KEY TO ENTER EACH NUMBER)**

Contact Information

***6. Legal Address** **(DO NOT TYPE OR WRITE IN THIS FIELD)**	**7. Remittance Address** (Location specifically used for payment that is different from Legal Address, if applicable)
***Address Line 1:**	**Address Line 1:**
Address Line 2:	**Address Line 2:**
***City** ***State** ***Zip (9 digit)**	**City** **State** **Zip (9 digit)**
***County**	**County**

***8. Contact Name:**	
***9. Phone Number:**	
10. Fax Number:	
***11. Email Address:**	

***12. Entity Type**	***13. Entity Classification**	**14. Exemptions (see instructions)**
☐ Individual/Sole Proprietor/Single-member LLC ☐ C-Corporation ☐ S-Corporation ☐ Partnership ☐ Trust/Estate ☐ Other_____ ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____ **Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	☐ Medical Services ☐ Legal/Attorney Services ☐ NC Local Govt ☐ Federal Govt ☐ NC State Agency ☐ Other Govt ☐ Other (specify)	Exempt payee code (if any): Exemption from FATCA reporting code (if any):

Section 2 -Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and
4. The FATCA code(s) entered on this form (if any) indicting that I am exempt from FATCA reporting is correct.

Certification instructions: Please refer to the IRS Form W-9 located on the IRS Website **(https://www.irs.gov/)**:

***Printed Name:**		***Printed Title:**	
***Authorized U.S. Signature:**		***Date:**	

Please complete the Modification to Existing Supplier Records form if there have been any changes to the following: Tax Identification Number (TIN), Legal Name, Business Name, Remittance Address.

If you would like to receive your payments electronically, please complete the Supplier Electronic Payment form.

Return all completed forms to the State Agency from which you are requesting payment.

NC Office of the State Controller Substitute W-9 Instructions **Page 1**

General Instructions

For General Instructions, please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/).

Specific Instructions

Section 1 -Taxpayer Identification

1. Taxpayer Identification Type. Check the type of identification number provided in box 2.

2. Taxpayer Identification Number (TIN). Enter taxpayer's nine-digit Employer Identification Number (EIN), Social Security Number (SSN), or Individual Taxpayer Identification Number (ITIN) without dashes.

Note: If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).

3. Unique Entity Identifier or DUNS Number. Suppliers are requested to enter their Unique Entity ID number or DUNS Number created in SAM.gov, if applicable.

4. Legal Name. Enter the legal name as registered with the IRS or Social Security Administration. For individuals, enter the name of the person who will do business with the State of NC as it appears on the Social Security Card or other required Federal tax documents. An organization should enter the name shown on its charter or other legal documents that created the organization. Do not abbreviate names. Do not enter a DBA or Disregarded Entity Name on this line.

5. Business Name. Business, Disregarded Entity, trade, or DBA ("doing business as") name.

Contact Information

6. Enter your **Legal Address.**

7. Enter your **Remittance Address, if applicable.** A **Remittance Address** is the location in which you or your entity receives business payments.

8. Enter the **Contact Name.**

9. Enter your **Business Phone Number.**

10. Enter your **Fax Number**, if applicable.

11. Enter your **Email Address**.

For clarification on IRS Guidelines, see www.irs.gov.

12. Entity Type. Select the appropriate entity type.

13. Entity Classification. Select the appropriate classification type.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

14. Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:
1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2 - The United States or any of its agencies or instrumentalities
3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
5 - A corporation
6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
7 - A futures commission merchant registered with the Commodity Futures Trading Commission
8 - A real estate investment trust
9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
10- A common trust fund operated by a bank under section 584(a)
11 - A financial institution
12 - A middleman known in the investment community as a nominee or custodian
13 - A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

If the payment is for…	THEN the payment is exempt for…
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B - The United States or any of its agencies or instrumentalities
C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472- 1(c)(1)(i)
E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G - A real estate investment trust
H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I - A common trust fund as defined in section 584(a)
J - A bank as defined in section 581
K - A broker
L - A trust exempt from tax under section 664 or described in section 4947(a)(1)
M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

Section 2 - Certification

To establish to the paying agency that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on NC Substitute Form W-9. You are being requested to sign by the State of North Carolina.

For additional information please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/).

ATTACHMENT H: STATE CERTIFICATIONS

State Certifications

Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor's Name: _____

Contractor's Authorized Agent: Signature _____ Date _____

Printed Name _____ Title _____

ATTACHMENT I: BUSINESS ASSOCIATE ADDENDUM

NORTH CAROLINA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the ___ day of _____, 202__, by and between _NC Department of Health and Human Services, Division of State Operated Healthcare Facilities__("Covered Entity") and _____("Business Associate") (collectively the "Parties").

1. BACKGROUND

a. Covered Entity and Business Associate are parties to a contract entitled (identify contract) ___IFB 30-26061 Locum Professional Medical Staffing___ (the "Contract"), 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 heath 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" or "ePHI" 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. "Person" shall have the same meaning as the term "person" in 45 C.F.R. § 160.103 and shall include a human being that is born alive, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
e. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164.
f. "Protected Health Information" or "PHI" shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. § 160.103, limited to the information compiled, created, or received by Business Associate from or on behalf of Covered Entity.
g. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
h. "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.
i. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subpart C.

j. 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 PHI 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 ePHI, to prevent use or disclosure of the ePHI 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 PHI by Business Associate in violation of the requirements of this Agreement.
d. Business Associate agrees to comply with all applicable requirements of the Security Rule (45 C.F.R. Part 164, Subparts A and C) with respect to electronic protected health information.
e. Business Associate shall implement physical, administrative and technical safeguards that reasonably protect the confidentiality, integrity and availability of any ePHI that it creates, receives, maintains or transmits on behalf of the NC DHHS.
f. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410.
g. 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 PHI on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
h. Business Associate agrees to make available PHI as necessary to satisfy Covered Entity's obligations in accordance with 45 C.F.R. § 164.524.
i. Business Associate agrees to make available PHI for amendment and incorporate any amendment(s) to PHI in accordance with 45 C.F.R. § 164.526.
j. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI 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.
k. Business Associate agrees to make available the information required to provide an accounting of disclosures of PHI 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 PHI 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 PHI 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; and
    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 PHI 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 shall not use or disclose PHI 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) 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 PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
   2) In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

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.

_____
PLEASE PRINT NAME

_____ _____
SIGNATURE DATE

ATTACHMENT J: NORTH CAROLINA TERMS AND CONDITIONS – MEDICAL SERVICES

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Services

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

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

Licenses: During the term of this Agreement, the Contractor and its employees, agents, and subcontractors shall hold current facility and occupational licenses and certifications at the levels required to practice their professions and to provide the contracted services in the State of North Carolina. Contractor is responsible for providing a copy of valid licenses, to include license renewals, etc.

Indemnity and Insurance

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

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

(1) **Professional Liability Insurance: The** Contractor shall ensure that the Contractor and its employees, agents, and subcontractors each maintain through an insurance company or through a program of self-funded insurance, professional liability insurance with limits of at least $1,000,000 **per occurrence and at least** $3,000,000 **In** the aggregate.

2. Worker's Compensation Insurance: The Contractor shall provide and maintain worker's compensation insurance, as required by the laws of the states in which its employees work, covering all of the Contractor's employees who are engaged in any work under the contract.
3. **Employer's Liability Insurance:** The Contractor shall provide employer's liability insurance, with minimum limits of $500,000.00, covering all of the Contractor's employees who are engaged in any work under the contract.

4. **Commercial General Liability Insurance:** The Contractor shall provide commercial general liability insurance on a comprehensive broad form on an occurrence basis with a minimum combined single limit of $1,000,000.00 for each occurrence.
5. **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of $500,000.00 for bodily injury and property damage; a limit of $500,000.00 for uninsured/under insured motorist coverage; and a limit of $2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:

A. owned by the Contractor and used in the performance of this contract;
B. hired by the Contractor and used in the performance of this contract; and
C. owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes.
D. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.
E. The Contractor is not required to provide and maintain automobile liability insurance on any vehicle — owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.
F. The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
G. The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
H. The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.
I. The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.
J. Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
K. The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
L. The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
M. The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
N. The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance, if requested, to the Division before the Contractor begins work under this contract.

Default and Termination

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

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

Waiver of Default: Waiver by the Division of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be

modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Department and the Contractor *and* attached to the contract.

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

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, not, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

Oversight

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

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

Government Review: To the extent required by applicable law and pursuant to written requests from any appropriate governmental authority, Contractor and the Division shall make available to such appropriate governmental authority this Agreement and any books, records, documents and other records that are necessary to certify the nature and extent of

the services provided and the cost claimed for services rendered pursuant to this Agreement or so as to otherwise comply with the requirements of any lawful agreement between the party and such governmental authority.

Miscellaneous

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

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

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

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

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

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

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

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

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

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

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising. NCDHHS TC1008 (General Terms and Conditions) (Health Care Providers) (Rev. 11.01.15)* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq*., but renumbered for codification at the direction of the Revisor of Statutes.

Personnel

Background Checks: Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. As part of Vendor background, the details below must be provided to the State:

a. Any **criminal felony conviction,** or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge or a statement that it is aware of none;
b. Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge or a statement it is aware of none;
c. Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;

d. Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
e. Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its bid herein or a statement that there are none.

Vendor's responses to these requests shall be considered to be continuing representations, and Vendor's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this contract.

KEY PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

VENDOR'S REPRESENTATIONS

a. Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services shall possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it shall not enter any agreement with a third party that may abridge any rights of the State under this Contract. Vendor shall serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. 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. Vendor shall retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
b. If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the Services and other deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, 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. Unless otherwise expressly provided herein, 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 Deliverables.
c. Vendor warrants that it has the financial capacity to perform and to continue 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 this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

ATTACHMENT K: DSOHF POLICY IC 182 INFECTION PREVENTION AND CONTROL ATTESTATION FORM

DIVISION OF STATE OPERATED HEALTHCARE FACILITIES
ADATCs/Developmental Centers/NMTCs/Psychiatric Hospitals/Schools
POLICIES AND PROCEDURES

Title: **Required Vaccination for Division of State Operated Healthcare Facilities (DSOHF) Employees and Others Who Work in DSOHF Facilities**

Policy No: **182** **Effective Date: Sept 3, 2025**

Replaces Policy No: N/A **Review Schedule: Triennial**

Policy Category: **Infection Prevention and Control (IC)**

Approved By: DocuSigned by: FCCD9CC9F02C4B2... **Approval Date:** *09110125* | 9:26 AM EDT

I. Purpose

This policy is designed to protect DSOHF facility patients, residents, employees, and others who work in or who are located in DSOHF facilities from vaccine preventable, healthcare associated transmissible infections. "Facility" means the entire campus of each DSOHF operated facility.

II. Scope: Policy Applies to All Employees and Individuals in Clinical Areas (Broad Coverage)

A. Covered Individuals: This policy of required vaccination applies to all DSOHF employees, volunteers, students, and trainees, working for or within a DSOHF facility and all other DHHS employees whose assigned primary worksite is in or on the grounds of a DSOHF facility. In addition, this policy of required vaccination applies to all contracted and temporary workers who have direct contact with patients/residents or their environment and all contracted and temporary workers with an employee-employer relationship working for or within a DSOHF facility. Examples of covered contracted entities include clinical staff, temporary support staff, biomedical repair staff, and administrative staff. Examples of non-covered contracted entities include vending machine contractors and construction contractors. This policy does not apply to outside health providers rendering services to Division patients/residents *on their own behalf* and *at their own location,* except to the extent required by applicable state or federal laws or regulations.

B. When indicated, based on the presence of a communicable disease in the facility, or in the community, DSOHF Facility Directors may order control measures, including screening/testing to detect the communicable disease or immunity thereto, reassignment, furlough, or physical isolation from patients/residents of any covered individual who 1) has regular contact with patients/residents; *or* 2) who provides services to patients/residents; *or* 3) who works in any facility area.

III. Policy Statement

The Centers for Disease Control and Prevention (CDC) and the Advisory Committee on Immunization Practices of the CDC (ACIP) are federal agencies which make recommendations regarding the use of vaccinations in all settings, including in healthcare settings. This policy follows the recommendations of those agencies.

IV. Enforcement

Failure to Provide Proof of Immunity Disciplinary Action:
Covered Employees who have neither provided documented proof of the vaccination(s) as specified in **Attachment D,** nor have obtained an approved exemption shall be subject to disciplinary action, up to and including dismissal, for unacceptable personal conduct. Non-complying contractors, volunteers, and other covered individuals may be excluded from facility premises.

Newly hired covered individuals who do not, within 4 months of the date of hire for all immunization requirements (unless an earlier requirement is set by State or federal law), either: a) meet all immunization requirements and provide proof of immunity as specified in **Attachment D,** or b) apply for and obtain exemption for the required vaccination(s) shall be subject to disciplinary action, up to and including dismissal, for unacceptable personal conduct. Non-complying contractors, volunteers, and other covered individuals may be excluded from facility premises.

V. Definitions:

Volunteer:
For purposes of this policy, a volunteer is defined as an individual from the community who is accepted by the facility for the purpose of performing duties or services for the facility and its residents and/or patients without remuneration, and who is not an employee, contracted or temporary worker, student, or trainee.

VI. Policy

A. Vaccinations:

All covered personnel must be immune (unless there is an approved medical exemption based on a medical contraindication, as described by CDC/ACIP, or approved religious exemption) to measles, mumps, rubella, varicella, and pertussis as described in **Attachment D.** In addition, all covered personnel in all facilities must receive an influenza vaccine annually, unless there is an approved medical or religious exemption. Employee influenza vaccination policies, procedures, and requirements are located within **DSOHF Policy IC 148 Required Influenza Vaccination for DSOHF Employees AL.** All newly covered personnel are required to complete an immunization screen administered by the facility. All newly hired covered personnel, including rehired personnel, are

required to complete an immunization screen prior to start date. Failure to complete the immunization screening prior to start date will prevent the employee from working until this requirement is met. In addition, within 4 months of the date of hire for all immunization requirements, newly hired employees must either a) meet all immunization requirements and provide proof of immunity as specified in **Attachment D** or b) apply for and obtain exemption for the required vaccination(s).

The vaccination requirements set forth in this policy, including applicable deadlines, are subject to any conflicting or coextensive requirements set by state or federal law, including but not limited to applicable requirements adopted by the Centers of Medicare and Medicaid Services (CMS). All covered personnel should reasonably maintain awareness of current recommendations and legally enforceable vaccination requirements applicable to their profession. Information is available through the CDC and from the North Carolina Department of Health and Human Services (NCDHHS).

A. Newly Hired Covered Individuals Must:

1. Review and sign the attestation **prior to start date.**
2. Complete a facility administered immunization screen prior to start date.
3. Within 4 months of the date of hire for all immunization requirements (unless an earlier requirement is set by State or federal law), either: a) meet all immunization requirements and provide proof of immunity as specified in **Attachment D,** or b) apply for and obtain exemption for the required vaccination(s).

B. Proof of Immunity for Required Vaccinations:

All covered individuals shall provide proof of immunity as specified in **Attachment D.**

C. Record-Keeping:

Each facility shall maintain records as to the proof of immunity and approved Certificates of Exemption. Each facility must designate Employee Health, Personnel, or another suitable department to maintain these records.

D. Vaccination Shortage:

In the event of a shortage of vaccine, DSOHF shall determine priority of vaccine administration, based on extent of patient contact, CDC and ACIP recommendations, consultation with the DSOHF Chief Medical Officer, NC Department of Public Health (NC **DPH),** and the directives of the Secretary of the Department of Health and Human Services.

V. Distribution and Education

Employees and Other Covered Individuals Must Read the Policy:

Newly hired individuals who will be covered by this policy must sign a statement indicating that they have read and agree to this policy **prior to start date.**

IV. Exemptions

A. Exemption from Vaccination

1. For DSOHF employees who are covered by this policy, and all other covered individuals, all exemptions must be pre-approved in writing:
    a. By the Facility Director in the case of a religious exemption, upon consultation with a representative of NCDHHS Human Resources and with the NCDHHS Office of General Counsel (if necessary), and
    b. In the case of a medical exemption, by the applicable Facility Medical or Clinical Director or a designee thereof.
2. Each application will be evaluated on an individual basis. For medical exemptions, the current recommendations of the CDC and ACIP shall be applied in the evaluation.
3. To ensure adequate time for review prior to any applicable vaccination deadline, at least **15 days** are required for review of any exemption request. The facility shall provide a written decision within **15 days** of a timely and complete application.
4. All exempt employees and other exempt covered individuals may, based on the presence of a communicable disease, be reassigned, furloughed, physically isolated from patients/residents, or required to implement other control measures to protect the health of the involved employee, patients, residents, and other employees.
5. Any exempt employee who fails to comply with control measures may be subject to disciplinary action, up to and including dismissal, for unacceptable personal conduct. Non-complying contractors, volunteers, and other covered individuals may be excluded from facility premises.

B. Only Two Types of Vaccination Exemptions:

Exemption shall be granted only for these two documented reasons:

1. A medical condition and/or contraindication certified to by a licensed physician, physician's assistant, or nurse practitioner; or
2. A bona fide religious objection such that requiring the vaccination would conflict with their religious beliefs.

C. Application for Vaccination Exemption

1. **New Exemption requests submitted fewer than 15 days prior to an applicable vaccination deadline will not be reviewed prior to that deadline.**

1. Exemption requests must be submitted, either by the covered individual directly or by a representative of NCDHHS Human Resources. Only the listed individuals below may have access to read and respond to correspondence relating to exemption requests.
   a. Religious Exemption Requests
      i. Representatives of NCDHHS Human Resources
      ii. Representatives of the Office of State Human Resources
      iii. Representatives of the NCDHHS Office of General Counsel
      iv. The DSOHF Medical Director
   b. Medical Exemption Requests
      i. Representatives of NCDHHS Human Resources
      ii. Representatives of the Office of State Human Resources
      iii. Representatives of the NCDHHS Office of General Counsel
      iv. The DSOHF Medical Director
      v. A DSOHF Facility Medical or Clinical Director or Designee thereof
2. Exemptions that are granted **for <u>recurring</u> vaccination requirements (e.g., <u>annual</u> influenza vaccine)** may be applicable **through March 31 of each year.** An exempt employee must reapply for an exemption **prior to any subsequent vaccination requirement deadline occurring after March 31 of each year,** or earlier if clinically indicated. All applications for exemption must be submitted on the official *Application for Exemption to Vaccination Form* **(Attachment A).**
3. All newly hired covered personnel, including rehired personnel, are required to complete an immunization screen prior to start date. Within 4 months of the date of hire for all immunization requirements (unless an earlier requirement is set by state or federal law), newly hired covered personnel must either a) meet all immunization requirements and provide proof of immunity as specified in **Attachment D** or b) apply for and obtain exemption for the required vaccination(s).

V. Appeals

Any disciplinary action taken as result of non-compliance with this policy is appealable to the extent provided by the State of North Carolina Employee Grievance Policy and applicable NCDHHS policy.

VI. References

A. **Attachment A:** Application for Exemption to Vaccination

B. **Attachment B:** NC DHHS MMR, Tdap, and Varicella Vaccination Exemption Form for Health Care Provider

A. **Attachment C:** NC DHHS Vaccination Exemption Form for Religious Reasons

B. **Attachment D:** Proof of Immunity Requirement

C. **Attachment E:** DSOHF Policy IC 182 AL Attestation Form for New Hires

V. Any exceptions to the above policy must be approved by the Director, Division of State Operated Healthcare Facilities, or designee.

Table of Amendments

Date	Description	Owner Name
9/3/25	• Removed requirement for COVID-19 vaccination, following updated FDA approvals for 2025-2026 COVID-19 vaccine formulations.	**Lee Miller, Susan Saik, Brandon Warren**
1/1/25	• Aligned COVID-19 vaccination requirements with other required vaccinations (i.e., within 4 months of the date of hire). • Addition of "Vaccination Shortage" section. • Changed exemption approvals for recurring vaccinations to be valid through 3/31, or earlier, if clinically indicated. • Revised COVID-19 vaccine requirements in Attachment E to align with updated FDA/CDC recommendations (e.g., historic and current vaccine formulas). • Revised varicella vaccine requirements in Attachment E to include two-dose Shingrix series; single-dose Zostavax product removed from market. • Changed review schedule from annual to triennial. • Formatting and stylistic changes throughout the document.	**Lee Miller, Susan Saik, Brandon Warren**
09/22/22	• Clarified that exemptions are granted for a) up to 1 year for recurring vaccination requirements and b) for employees with exemptions for non-recurring vaccinations, applications are due prior to any subsequent vaccination requirement deadline occurring more than one year after the previous request was approved. • Removed references to brand names of COVID-19 vaccines and now reference FDA approved or authorized vaccines or WHO listed vaccines for emergency use. • Removed reference to past CMS implementation date. • Added allowance to hire/onboard staff with the first dose of a multiple dose COVID-19 primacy series under certain conditions.	**Aaron Rogoff, Susan Saik, Brandon Warren**

	• Removed previous question# 4 from COVID-19 exemption Healthcare Provider form and removed references to J&J from other questions. • Made certain formatting and stylistic changes throughout document.	
04/04/22	• Changes the timeline for vaccination for new hires which adheres to CMS requirements (primary series must be completed prior to hire). • Provides for regulatory requirements and COVID-19 vaccination schedules that may change in the future to be incorporated into requirements. • Incorporates the HR representative into the processing of religious exemptions. • Sets out a process and defines access for submission and review of exemptions. • Forms for applications for exemption are revised to clarify requirements. • Sets one-year time limit for approved exemptions. • Clarifies the timeline for submission of exemption applications. • Changes time of deadline to 11:59 pm (instead of 5 pm) on the final date that vaccination is due. • Policy attestation form added (Attachment **F)**.	**Aaron Rogoff, Susan Saik, Brandon Warren**
08/02/21	n/a	**n/a**
06/12/20	n/a	**n/a**
10/16/17	n/a	**n/a**
10/04/17	n/a	**n/a**

DSOHF Policy IC 182 AL

Attachment A:

DIVISION OF STATE OPERATED HEALTHCARE FACILITIES

Application for Exemption to Vaccination

Name of employee (or other covered individual):

_____

Work location, e-mail address, and phone number:

_____

Phone, signature, and printed name of Immediate Supervisor: _____
Phone Number

_____ _____
Signature Printed Name

Type of Exemption Applied For

Please indicate which type of exemption you are seeking by placing an X in the box below.

☐ **1) FOR MEDICAL CONDITION** (The vaccination is contraindicated due to a medical condition)

*The documentation which **must** accompany your application is as follows:*

1. **FORM:** "DSOHF **MMR, Tdap, and Varicella** Vaccination Exemption Documentation Form for the Health Care Provider"; and/or "DSOHF **Influenza** Vaccination Exemption Documentation Form for the Health Care Provider";

2. Form must include the following documentation:

A signed medical assessment for that employee with responses to questions documented on the relevant DSOHF Vaccination Exemption Documentation Form from the Health Care Provider, signed by a licensed physician, physician's assistant, or nurse practitioner. If the condition is temporary, the covered individual must present proof of vaccination as soon as feasible and when deemed medically advisable by his or her health practitioner. This form must contain the provider's license number and the other information specified on the official form.

☐ **2) FOR RELIGIOUS REASONS** (A bona fide religious objection)

*The documentation which **must** accompany your application is as follows:*

1. **FORM:** "DSOHF Vaccination Exemption Form for Religious Reasons"

*Additional documentation which **may** accompany your Form is as follows:*

This Form may be signed below by a clergy member ordained by the authorities of the particular religious body, with a copy of supporting documentation attached to this Form.

For all applicants: I understand that, if my "Application for Exemption" is approved, I may be required to wear a face mask or follow other procedures for control measures, be reassigned, furloughed, or isolated physically from patients to protect my health and/or the health of others during influenza season. I give permission to contact my physician/healthcare provider or clergy member for additional information if needed to render a decision regarding my application for exemption.

_____ _____
Signature of Applicant (required on all applications) Date

(Attach all required documentation to this form.)

Review and Response to Request for Exemption by Authorized Human Resources or Employee Health Representative

☐ ***Approved*** ☐ ***Not Approved*** ***Duration:*** _____

Signature: _____ ***Date:*** _____

DSOHF Policy IC 182 AL

Attachment B:

DIVISION OF STATE OPERATED HEALTHCARE FACILITIES

MMR, Tdap, and Varicella Vaccination Exemption Documentation Form for the Health Care Provider

TO THE HEALTH CARE PROVIDER:

The North Carolina Department of Health and Human Services has adopted DSOHF Policy IC 182 Required Vaccination for Employees and Others Who Work in DSOHF Facilities AL. The purpose of this policy is to protect DHHS patients, employees, and others who work in DSOHF facilities from vaccine preventable healthcare associated transmissible infections. Employees working in DSOHF facilities must be immune to measles, mumps, rubella, pertussis, and varicella, unless a valid medical or religious exemption has been approved. **NC DHHS follows the CDC and the ACIP recommendations for immunization practices.** Additional information is available at: http://www.ncdhhs.gov/.

The following employee or other covered individual, _____ *(name to be provided by Applicant),* has filed an "Application for Exemption to Vaccination" for medical reasons for the following vaccination(s):

_____

To support that application, the covered individual must request and submit the following documentation completed and signed by you, their Healthcare Provider:

1. When did you last examine the applicant? _____
2. Does this patient have a history of anaphylaxis to Neomycin? ☐ Yes ☐ No
3. Does this patient have a known (diagnosed) allergy or a history of **severe or immediate allergic reaction** to any component of the vaccine or after a previous dose of the vaccine? ☐ Yes ☐ No
   If yes, which vaccine(s)? _____
   NOTE: "Severe allergic reaction" includes cardiovascular changes (e.g., hypotension), respiratory distress (e.g., wheezing), gastrointestinal changes (e.g., nausea/vomiting), that required treatment with epinephrine, or any other reaction that required emergency medical attention.
4. Does this patient have known severe immunodeficiency? ☐ Yes ☐ No
5. Has this patient had recent administration of blood products? ☐ Yes ☐ No
6. Is this patient pregnant? ☐ Yes ☐ No
7. Does this patient have a history of Guillain-Barre within 6 weeks or encephalopathy within 7 days of receipt of Tdap, Td, DTP, or DTaP vaccine? ☐Yes ☐ No
8. Does this patient have a progressive neurologic disorder? ☐ Yes ☐No
   If yes, specify: _____
9. Other vaccination contraindication or precaution:
   _____
10. Is the condition temporary or permanent? *(Circle applicable term.)*

Physician/PA/NP Printed Name: _____

Physician/PA/NP Signature: _____

License Number: _____

Date Signed: _____ Telephone number: _____

Address:

_____

Note: May attach additional documentation.

DSOHF Policy IC 182 AL

Attachment C:

DIVISION OF STATE OPERATED HEALTHCARE FACILITIES

Vaccination Exemption Form for Religious Reasons

TO THE APPLICANT AND, if consulted, CLERGY:

The North Carolina Department of Health and Human Services has adopted DSOHF Policy IC 148 Required Influenza Vaccination for DSOHF Employees and Others Who Work in DSOHF Facilities AL **and** DSOHF Policy IC 182 Required Vaccination for DSOHF Employees and Others Who Work in DSOHF Facilities AL. The purpose of these policies is to protect DHHS patients, employees, and others who work in DSOHF facilities from vaccine preventable healthcare associated transmissible infections. Exemption requests for recurring vaccination requirements must be approved at least annually, and approval for an exemption one year does not automatically mean the employee's exemption will be approved permanently.

When completing this form, you are obligated to answer the questions sincerely and truthfully. By signing below, you are affirming that you have a bona fide religious objection to the_____vaccination requirement(s), and that you have read and understand the information contained in this form, DSOHF Policy IC 148 AL, and DSOHF Policy IC 182 AL. A representative of the Department may contact you to request additional information in support of your application.

The following employee or other covered individual,_____*(name to be provided by Applicant),* has filed an "Application for Exemption Form for Religious Reasons."

Religious beliefs include beliefs arising from traditional, organized religions, although a person can have religious beliefs that are consistent or inconsistent with a religious group to which they belong. Beliefs may also be independent of any religious group, although in that case, the beliefs are considered religious only if they are comprehensive in nature, as opposed to an isolated teaching, and they occupy a place in a person's life that is parallel to that filled by an organized religion or God, meaning they typically concern ultimate ideas about life, purpose, and death. Social, political, or economic philosophies, or personal preferences are not considered religious beliefs. Religious beliefs must also be sincerely held. While a person's beliefs may change over time, inconsistent conduct can raise questions regarding the sincerity of a person's stated religious belief.

To support this application, the individual ***must*** provide the following information:

1. Is this a new exemption request or a request for renewal of a previous exemption?

☐ New

☐ Renewal; Year of Initial Request: _____

2. Have you previously requested exemption from any other vaccination requirement? ☐ No ☐ Yes

   Year(s) of Request(s):_____ Vaccination Type(s): _____

3. Please give a general statement explaining how requiring you to meet this vaccination requirement conflicts with your religious belief(s):

_____

_____

_____

(Form continues on next page.)

DSOHF Policy IC 182 AL

1. Is your objection to receiving any and all vaccination(s), or do you have a specific objection to the vaccination from which you are requesting exemption?

☐ All Vaccinations ☐ Specific to this Vaccination

If there is one or more particular component(s) found in the relevant vaccine(s) to which you object, please identify it below (a list of components found in the relevant vaccine(s) is attached or available upon request):

_____

2. Have you received any vaccination in the past five years? ☐ No ☐ Yes

Year(s) of Vaccination(s):_____

Vaccination Type(s)_____

If yes, please explain any change in circumstances or your beliefs that led you to request this exemption:

_____

_____

_____

_____

This Form may be signed below by a clergy member ordained by the authorities of the particular religious body, with a copy of supporting documentation attached to this Form. *(Continue on additional pages if needed.)*

_____ _____

Signature of Applicant (required on all applications) Date

Signature and other information below may also be provided for religious exemption:

_____ _____

Signature of Clergy Member Date

Physical Address: _____

Name of Denomination or Other Recognized Religious Body: _____

_____

(May attach additional documentation.)

DSOHF Policy IC 182 AL

Attachment D:

Vaccines	Proof of Immunity Requirement
Influenza	**Annual influenza vaccine unless medical or religious exemption**
MMR	**Birth before 1957 (unless in outbreak situation) OR 2 doses of MMR given at least 4 weeks apart OR 2 doses of MMR (initial plus booster at any time afterward) OR Laboratory confirmation of disease OR serologic immunity**
Tetanus, diphtheria, pertussis (Tdap)	**One dose of Tdap**
Varicella	**2 doses of varicella vaccine given at least 28 days apart OR Completed herpes zoster vaccine regimen (1 dose of Zostavax or 2 doses of Shingrix) OR Treating physician diagnosis of varicella or herpes zoster OR Laboratory confirmation of disease OR serologic immunity**

Documentation requirements:

1. To meet immunity requirements by vaccination:
Proof of immunization must include a printout from the NC Immunization Registry (NCIR) or a note or receipt with:
    1) the covered individual's name
    2) the name of the healthcare provider administering the vaccine
    3) date of vaccination
    4) place of vaccination
    5) vaccine product name

The note or receipt must be signed by a licensed nurse, physician, pharmacist, physician's assistant or other representative of the place where the vaccine was administered. A print-out of the covered individual's vaccination record from the NCIR showing proof of vaccination may also be provided in place of a note or receipt.

2. To meet immunity requirements by treating physician diagnosis: Documentation of the disease by the licensed physician, Physician Assistant or Nurse Practitioner who diagnosed the disease must be provided.

3. To meet immunity requirements by laboratory confirmation: A laboratory report with results indicating laboratory confirmation of disease or serologic immunity must be provided.

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

JOSH STEIN • Governor
DEVDUTTA SANGVAI • Secretary
NIKI ASHMONT • DSOHF Director

Division of State Operated Healthcare Facilities
Required Vaccination Policy Attestation Statement

By signing this document, I attest that I, _____,
(Print Name)
have read DSOHF Policy IC 182 Required Vaccination for DSOHF Employees and Others Who Work in DSOHF Facilities AL and understand that:

1. I must comply with DSOHF Policy IC 182 AL as a condition of continued employment and the failure to do so, may result in separation from employment or disciplinary action, up to and including dismissal.
2. I must complete an Employee Immunization Screening prior to start date. The Immunization Screening and Form may be completed by a designated facility or my private physician. If completed by my private physician, I must provide the results to the DSOHF Facility's Employee Health Service.
3. By 4 months from the date of hire for all immunization requirements (unless an earlier requirement is set by State or federal law), either: a) meet all immunization requirements and provide proof of immunity as specified in **Attachment E**, or b) apply for and obtain exemption for the required vaccination(s).
4. At least **15 days** are required for review of any exemption request. If I wish to apply for a medical or religious exemption to the vaccination requirement, I must apply at least 15 days prior to any applicable deadline.

_____
Signature Date

ATTACHMENT L: FRAUD, WASTE AND FINANCIAL ABUSE COMPLIANCE

DIVISION OF STATE OPERATED HEALTHCARE FACILITIES

ADATCs/Developmental Centers/NMTCs/Psychiatric Hospitals/Schools
POLICIES AND PROCEDURES

Title: Fraud, Waste and Abuse

Policy No: 129 **Effective Date: July 25, 2025**

Replaces Policy No: N/A **Review Schedule: Annual**

Policy Category: Leadership (LD), Compliance

Approved By: DocuSigned by: FCCD9CC9F02C4B2... **Approval Date:** 07/25/25 | 1:33 PM EDT

I. Purpose

The purpose of this policy is to protect an organization's resources, ensure ethical conduct, and maintain public trust. It aims to prevent, deter, and detect such activities, assign responsibility for implementing controls, and establish clear reporting procedures.

II. Scope

This policy applies to all facilities operated by the Division of State Operated Healthcare Facilities (DSOHF). The processes listed in this document describe how fraud, waste, and abuse reports/complaints should be reported, investigated, and managed. Key aspects of this policy include providing detailed information about federal and state laws, NCDHHS fraud, waste, and abuse policy, reporting to the appropriate authority and cooperating with investigations.

III. Policy Statement

It is the policy of the Division of State Operated Healthcare Facilities that all personnel in each of its State-operated healthcare facilities, including employees, contractors, volunteers, management, physicians, consultants and agents) and all personnel in NCDHHS Divisions that provide services for DSOHF facilities (including DSOHF Central Office and the Office of the CMO, Budget and Finance (CBO), Controllers Office, Human Resources, Purchasing and Contracts, Information Technology, Contractors, and Agents) (collectively, DSOHF Workforce Members) shall comply with all applicable Federal, North Carolina, NCDHHS fraud, waste, and financial abuse laws, regulations and policies. DSOHF and each State-operated healthcare facility have instituted various policies and procedures to ensure compliance with these laws and to assist in preventing fraud, waste and financial abuse in Federal health care programs. In addition to fraud, waste and financial abuse compliance addressed in this policy, DSOHF's compliance and ethics program incorporates other policies and procedures established by DSOHF, the N.C. Department of Health and Human Services, and DSOHF facilities to ensure the provision of quality patient care and compliance with professional licensure and ethics requirements. DSOHF Workforce Members are encouraged to promote quality care in DSOHF facilities and to help reduce and prevent the prospect of any criminal, civil or administrative violations of applicable State, Federal laws, NCDHHS policies including but not limited to, the Federal and State laws addressed below. DSOHF Workforce Members should report suspicions of fraud, waste, and abuse to their supervisor or division management. Management is responsible for reporting all credible allegations to the NCDHHS Office of the Internal Auditor (OIA). Employees and management can report a written concern/complaint to the NCDHHS Office of the Internal Auditor (OIA) via the online webform found at https://www.ncdhhs.gov/about/administrative-offices/internal-audit/report- fraud-waste-abuse-or-financial-mismanagement. DSOHF is committed to a work culture which supports such reporting of suspected violations without retribution to those identifying potential violations.

IV. Enforcement

Federal Laws

A. The Federal False Claims Act

The Federal False Claims Act is a law that prohibits a person or entity, such as a North Carolina State-operated healthcare facility from "knowingly" presenting or causing to be presented a false or fraudulent claim for payment or approval to the Federal government and from "knowingly" making, using or causing to be made a false record or statement to get a false or fraudulent claim paid or approved by the Federal government. The Act also prohibits a person or entity of conspiring to defraud the government by getting a false or fraudulent claim allowed or paid. These prohibitions extend to claims submitted to Federal healthcare programs, such as Medicare or Medicaid.

The Federal False Claims Act broadly defines the terms "knowing" and "knowingly." Specifically, knowledge will have been proven for purposes of the Federal False Claims Act if the person or entity:

- Has actual knowledge of the information
- Acts in deliberate ignorance of the truth or falsity of the information
- Acts in reckless disregard of the truth or falsity of the information

The law specifically provides that a specific intent to defraud is not required in order to prove that the law has been violated.

A person or entity found guilty of violating this law is obligated to repay all the falsely obtained reimbursement and will be liable for a civil penalty of up to $11,000 plus three times the amount of actual damages sustained by the government because of the prohibited conduct for each violation of the Act. In addition to being liable for damages and civil penalties, violating the Federal False Claims Act can subject a person or entity to exclusion from participation in Federal healthcare programs, such as Medicare and Medicaid.

B. Whistleblower Protection

Private persons are permitted to bring civil actions for violations of the Federal False Claims Act on behalf of the United States (also known as "qui tam" actions) and are entitled to receive percentages of monies obtained through settlements, penalties and/or fines collected. Persons bringing these claims (also known as "relators" or "whistleblowers") are granted protection under the law. Specifically, any whistleblower who is discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against by his/her employer because of reporting violations of the Federal False Claims Act will be entitled to reinstatement with seniority, double back pay, interest, special damages sustained because of discriminatory treatment, and attorneys' fees and costs.

C. The Program Fraud Civil Remedies Act (PFCRA)

This Federal law makes it illegal for a person or entity to make, present, or submit (or cause to be made, presented or submitted) a "claim" (i.e., an executive department of the Federal Government, e.g., the US Department of Health and Human Services, which oversees Medicare and Medicaid

programs) when the person or entity “knows or has reason to know” that the claim:

- Is false, fictitious or fraudulent
- Includes or is supported by any written statement which asserts a material fact that is false, fictitious or fraudulent
- Includes or is supported by any written statement that omits a material fact, is false, fictitious or fraudulent because of the omission and is a statement in which the person or entity has a duty to include such material fact
- Is for the provision of items or services that the person or entity has not provided as claimed

In addition, it is illegal to make, present, or submit (or cause to be made, presented, or submitted) a written “statement” (i.e., a representation, certification, affirmation, document, record, or accounting or bookkeeping entry made with respect to a claim or to obtain the approval or payment of a claim) if the person entity “knows or has reason to know” such statement:

- Asserts a material fact that is false, fictitious, or fraudulent
- Omits a material act making the statement false, fictitious or fraudulent because of the omission.

Similar to the Federal False Claims Act, the PFCRA broadly defines the terms “knows or has reason to know” as:

- Having actual knowledge that the claim or statement is false, fictitious, or fraudulent
- Acting in deliberate ignorance of the truth or falsity of the claim or statement
- Acting in reckless disregard of the truth or falsity of the claim or statement
- The law specifically provides that specific intent to defraud is not required to prove that the law has been violated

The PFCRA provides for civil penalties of up to $5,000 for each false claim paid by the government and, in certain circumstances, an assessment of twice the amount of each claim. In addition, if a written statement omits a material fact and is false, fictitious, or fraudulent because of the omission and is a statement in which the person or entity has a duty to include such material fact and the statement contains or is accompanied by an express certification or affirmation of the truthfulness and accuracy of the contents of the statement, the law provides for a penalty of up to $5,000 to be imposed for each such statement.

D. Anti-Kickback Statute (AKS)

The AKS makes it a crime to **knowingly and willfully** offer, pay, solicit, or receive any remuneration directly or indirectly to induce or reward referrals of items or services reimbursable by a federal health care program. When a provider offers, pays, solicits, or receives unlawful remuneration, the provider violates the AKS.

Example: A provider receives cash or below fair market value rent for medical office space in exchange for referrals.

E. Physician Self-Referral Law (Stark Law)
The Physician Self-Referral Law, often called the Stark Law, prohibits a physician from referring certain designated health services payable by Medicare or Medicaid to an **entity** in which the physician (or an immediate family member) has an ownership/investment interest or with which he or she has a compensation arrangement, unless an exception applies.

Example: A provider refers a beneficiary for a designated health service to a business in which the provider has an investment interest.

Penalties: Penalties for physicians who violate the Stark Law may include fines, CMPs up to $24,253 (in 2017) for each service, repayment of claims, and potential exclusion from all Federal health care programs.

F. Criminal Health Care Fraud Statute
The Criminal Health Care Fraud Statute prohibits **knowingly and willfully** executing, or attempting to execute, a scheme or artifice connected to the delivery of or payment for health care benefits, items, or services to either:

Defraud any health care benefit program; or obtain (by means of false or fraudulent pretenses, representations, or promises) any of the money or property owned by, or under the control of, any health care benefit program.

Example: Several doctors and medical clinics conspire in a coordinated scheme to defraud the Medicare Program by submitting medically unnecessary claims for power wheelchairs.

Penalties: Penalties for violating the Criminal Health Care Fraud Statute may include fines, imprisonment, or both.

G. Additional Medicare Fraud and Financial Abuse Penalties
Aside from the civil and criminal actions brought by law enforcement agencies, the Medicare Program has additional administrative remedies applicable for certain fraud and financial abuse violations.

H. Exclusion Statute
Under the Exclusion Statute, the OIG must exclude providers and suppliers convicted of any of the following from participation in all Federal health care programs:

- Medicare fraud, as well as any other offenses related to the delivery of items or services under Medicare
- Patient abuse or neglect
- Felony convictions for other health care-related fraud, theft, or other financial misconduct

- Felony convictions for unlawful manufacture, distribution, prescription, or dispensing of controlled substances

OIG may also impose permissive exclusions on other grounds, including:

- Misdemeanor convictions related to health care fraud other than Medicare or Medicaid fraud, or misdemeanor convictions for unlawfully manufacturing, distributing, prescribing, or dispensing controlled substances
- Suspension, revocation, or surrender of a license to provide health care for reasons bearing on professional competence, professional performance, or financial integrity
    - Providing unnecessary or substandard services
    - Submitting false or fraudulent claims to a Federal health care program
    - Engaging in unlawful kickback arrangements
    - Defaulting on health education loan or scholarship obligations

Excluded providers may not participate in Federal health care programs for a designated period. With very limited exception, an excluded provider may not bill Federal health care programs (including, but not limited to, Medicare, Medicaid, and State Children's Health Insurance Program [SCHIP]) for services he or she orders or performs. Additionally, an employer or a group practice may not bill for an excluded provider's services. At the end of an exclusion period, an excluded provider must seek reinstatement; reinstatement is not automatic.
The OIG maintains a list of excluded parties called the List of Excluded Individuals/Entities (LEIE).

I. Civil Monetary Penalties Law
The Civil Monetary Penalties Law [42 U.S.C. § 1320a-7a] authorizes Civil Monetary Penalties (CMPs) for a variety of health care fraud violations. Different amounts of penalties and assessments may be authorized based on the type of violation. CMPs also may include an assessment of up to **three** times the amount claimed for each item or service, or up to **three** times the amount of remuneration offered, paid, solicited, or received. Violations that may justify CMPs include:

- Presenting a claim, you know, or should know, is for an item or service not provided as claimed or that is false and fraudulent
- Presenting a claim, you know, or should know, is for an item or service for which Medicare will not pay
- Violating the AKS

North Carolina Laws
A. Civil Penalties
The Medical Assistance Provider False Claims Act (N.C.G.S. 108-A-70.10 *et seq*) makes it unlawful for any provider of medical assistance under the State's Medical Assistance Program (Medicaid) to knowingly present or cause to be presented false or fraudulent claims to the Program or to make or use or cause to be used false records or statements to get a claim paid. Each

violation is punishable by a civil penalty, which could be as high as $10,000 plus three times actual damages sustained by Medicaid (N.C.G.S. 108A-70.12).

B. Criminal Penalties

Medical Assistance Provider Fraud (N.C.G.S. 108A-63) is punishable as a Class I felony. This type of fraud includes:

- Fraudulent applications where a Medicaid provider willfully and knowingly makes or causes to be made a false statement or representation of a material fact in an application for payment or an application for Medicaid eligibility, or that allows a provider to remain eligible or to qualify to provide Medicaid services.

- Concealment of a relevant fact by a provider who knowingly and willfully conceals or fails to disclose a fact or event that effects entitlement to Medicaid payment or the amount of Medicaid payment she/he receives Medicaid Fraud by Recipient (N.C.G.S. 108A-64) is punishable as a Class I felony where the amount wrongfully obtained exceeds $400, otherwise is punishable as a Class I misdemeanor. This type of fraud includes:
- Fraudulent application by a Medicaid recipient where the patient knowingly and willfully, with intent to defraud, makes or causes to be made a false statement or representation of a material fact in an application for payment or an application for Medicaid eligibility.
- Concealment of fact affecting a Medicaid recipient's eligibility where an applicant or recipient of Medicaid or a person acting on his/her behalf knowingly and willfully conceals or fails to disclose a fact or event that effects entitlement to Medicaid payment.

Medicaid Card Fraud (N.C.G.S. 108A-63b1)) is punishable as a Class I felony.

A person is guilty of this type of fraud when s/he knowingly and willfully, with intent to defraud, obtains or attempts to obtain or assists, aids, or abets another person to obtain any money, service or anything of value to which the person is not entitled as a Medicaid recipient, or when she/he deliberately misuses a Medicaid identification card.

C. State Whistleblower Act (N.C.G.S. 126-84 *et seq*)

It is the policy of the State to encourage the reporting of violations of State and Federal laws and rules as well as fraud and misappropriation of State resources and gross mismanagement of monies or authority. State employees are protected against retaliation for making accurate reports concerning any of these matters (N.C.G.S. 126-85). Violations of the protective provisions of this Act may constitute the basis of a civil legal action by the damaged employee and could result in an award of damages three times the amount of actual damages, as well as reasonable attorney's fees, back wages, full reinstatement, restoration of all benefits, and court costs (N.C.G.S. 126-86 and N.C.G.S. 126-87).

V. Code of Conduct

The following Code of Conduct shall apply to all DSOHF Workforce Members, and may be supplemented by codes of conduct adopted by a DSOHF facility to the extent facility specific codes of conduct are consistent with this DSOHF Code of Conduct:

- All DSOHF Workforce Members are expected to carry out the stated mission of DSOHF as defined by the N.C Department of Health and Human Services: The mission of the Division of State Operated Healthcare Facilities is, in collaboration with our partners and with a commitment to rights, equity and inclusion, we provide a system of high quality care to individuals whose complex behavioral and medical needs exceed the level of care available in the community. DSOHF is a system of healthcare facilities, which respects the dignity of individuals and provides individualized, compassionate, efficient, quality care to citizens of North Carolina with developmental disabilities, substance use disorders and psychiatric illnesses and whose needs exceed the level of care available in the community.
- DSOHF Workforce Members are expected to abide by a high standard of professional conduct and ethical behavior at all times and to comply with all Fraud, Waste, and Financial abuse laws and regulations, all professional licensure or certification laws and regulations, as well as all DSOHF policies and procedures.
- It is the duty of DSOHF Workforce Members to report any discovered transaction or conduct which may be a violation of federal, state, or local law or a violation of this policy or other aspects of DSOHF's compliance and ethics program. All DSOHF Workforce Members are expected to obey the law and promptly report any known or suspected fraud, waste, or abuse violations.
- It is the duty of DSOHF Workforce Members to continue to foster and implement DSOHF's workplace culture which supports reporting of suspected violations of federal, state, or local law, or this policy without retaliation or retribution, and to follow and facilitate DSOHF's universal principle of non-retaliation for such reports.
- Practitioners are responsible for ensuring all medical and health care services provided to patients and residents are medically necessary.
- Coding and billing functions are performed in a manner which complies with all applicable rules and regulations, ensuring the accuracy of all claims submitted for payment. DSOHF Workforce Members who are responsible for developing or submitting cost reports must follow applicable laws, regulations, and guidelines to ensure that cost reports are accurate.
- DSOHF Workforce Members are prohibited from knowingly presenting, or causing to be presented, claims for payment which are false, fictitious, or fraudulent. DSOHF does not knowingly employ or contract with any individual, company or provider that is excluded or ineligible to participate in Federal Healthcare Programs; suspended or debarred

from federal government contracts; or, except as provided for in Appendix D, has been convicted of a criminal offense related to the provision of healthcare items or services.

- DSOHF will not hire anyone who has a substantiation on the North Carolina Healthcare Personnel Registry (HCPR) and a substantiated finding added to the HCPR during employment will result in termination.
- Disregarding or failing to follow this DSOHF Code of Conduct could lead to disciplinary action, including termination of employment.

VI. Definitions

Abuse: Improper or excessive use of resources or authority, potentially resulting in unnecessary costs or a detriment to the organization or taxpayers. This encompasses behaviors that violate policies, are deficient, or are improper when compared to what a prudent person would consider reasonable and necessary. It can involve using something in a manner contrary to its intended purpose or exploiting one's position for personal gain. Examples include using government time or resources for personal business, abusing travel reimbursements, or inappropriately influencing official decisions.

DSOHF Workforce: Encompasses all levels of employees, contractors, vendors, and other parties with a relationship to DSOHF.

Fraud: To an intentional deception or misrepresentation made to obtain financial or personal gain. It involves knowingly deceiving, concealing, or misrepresenting information to gain an unauthorized benefit, often involving the misuse of government resources or benefits programs.

Medicare: Medicare is a federal health insurance program for people aged 65 or older. People younger than age 65 with certain disabilities, permanent kidney failure, or amyotrophic lateral sclerosis (ALS, also known as Lou Gehrig’s disease), may also be eligible for Medicare.

Medicaid: Provides health care to eligible low-income adults, children, pregnant women, seniors and people with disabilities.

Violation: An act that breaks a law, rule, or agreement.

Waste: The needless or careless expenditure of government funds or resources. It involves incurring unnecessary expenses or mismanaging resources without personal gain, often due to poor management decisions or ineffective practices. Examples include buying unneeded supplies, paying inflated prices, or inefficient systems.

VII. Procedures

A. Each State-operated healthcare facility shall implement NCDHHS fraud,

waste, and abuse policy and this policy incorporating all the policy elements detailed herein and the compliance plan developed by DSOHF's compliance team, which includes the DSOHF Director, Executive Leadership Team members, Compliance Officer, legal counsel, and Human Resources.

B. Additional practices or procedures may be implemented by a State-operated healthcare facility to ensure compliance with the elements of NCDHHS and DSOHF Fraud, Waste, and Abuse policy, subject to approval by the DSOHF Compliance Officer and the DSOHF Executive Leadership Team.

C. NCDHHS Human Resources policy "Employment/Pre-Employment – Sanction Screening will define the policy and procedures for pre-employment and employment screening for OIG Excluded Individuals and Entities database (LEIE) and Federal Government Debarments (SAM) for DSOHF employees, selected candidates, and staff hired through Temporary Solutions. In addition, DSOHF requires contracted vendors to conduct preemployment exclusion and debarment screening and periodic monitoring for OIG exclusions and Federal Government Debarments for all individuals being considered for placement to provide services at DSOHF facilities. DSOHF facilities are responsible for screening for OIG exclusions and Federal Government Debarments for volunteers who provide services that are either directly or indirectly billed to a federal healthcare program in DSOHF facilities.

D. When DSOHF is notified of a potential or actual exclusion or debarment based on the LEIE OIG search, the communication protocol in Appendix A is implemented. Each instance of actual or potential exclusion or debarment is investigated to determine what additional actions are indicated. Responses may include personnel actions, adjustment of cost reporting, and notifications to external entities.

E. When DSOHF central office compliance designee is notified by OIA of a fraud, waste, and abuse report/complaint, the communication and investigative procedure is implemented in appendix E. Each fraud, waste, and abuse report/complaint are investigated to determine/confirm the facts and support each fact with documentation. DSOHF and facility level fraud, waste, and investigations are generally conducted confidentially to protect the integrity of the investigative process and preserve the privacy of individuals involved.

F. When DSOHF is notified of an exclusion based on the LEIE OIG query/SAM search of a candidate during the pre-employment screening, the communication protocol in Appendix B is implemented.

G. All DSOHF and State-operated healthcare facility, personnel (employees, management, physicians, consultants who provide healthcare services) shall comply with all applicable Federal and North Carolina, NCDHHS

fraud, waste, and abuse laws, regulations, and policies.

H. DSOHF designates an appropriate member of the DSOHF senior management team to serve as the Compliance Officer, who is primarily responsible for managing and overseeing the compliance and ethics program, including, but not limited to this policy. The compliance plan is governed by the DSOHF Executive Leadership Team.

I. Each DSOHF Facility Director designates a Compliance Liaison, subject to prior written approval by the DSOHF Compliance Officer and DSOHF Director. The facility Compliance Liaison has primary responsibility for coordinating the compliance and ethics program at the facility level, in consultation with the DSOHF Compliance Officer and other DSOHF team members, as appropriate and necessary. The Compliance Liaison serves as the designated facility point of contact for reports of potential violations. The Compliance Liaison notifies the Facility Director and the DSOHF Central Office Compliance Officer of any compliance issues or concerns that are discovered during a LEIE OIG search within 2 days. LEIE OIG search findings will be investigated by DSOHF. Based on the nature of the general Fraud, Waste, and Abuse report/complaint the investigation will be conducted by the applicable division/entity.

J. The Facility Director and Compliance Liaison will coordinate with the DSOHF Central Office Compliance Officer to investigate alleged violations related to LEIE OIG query searches. Where applicable, the facility compliance liaison will work directly with the DSOHF compliance office to conduct a compliance investigation.

K. DSOHF Workforce members should report suspicions of fraud, waste, and abuse using one of the following methods:
   - Report to the employee's supervisor or division management. Management is responsible for reporting all credible allegations to the NCDHHS Office of the Internal Auditor (OIA).
   - Report written concern/complaint to the NCDHHS Office of the Internal Auditor (OIA) via the online webform found at https://www.ncdhhs.gov/about/administrative-offices/internal-audit/report-fraud-waste-abuse-or-financial-mismanagement
   - The Division of State Operated Healthcare Facilities (DSOHF) has a designated policy and mechanism for DSOHF staff to report fraud, waste, and abuse. See the SOHF Fraud Waste and Financial Abuse Compliance Policy for more information.
   - Medicaid, Temporary Assistance for Needy Families (TANF), and Food and Nutrition Services (FNS) programs have designated mechanisms to report fraud, waste and abuse concerns/ complaints. Visit the NCDHHS Report Fraud website for more information.

   The Facility Director is notified of receipt of any LEIE OIG fraud find or violations of the Code of Conduct Policy as per the communication

protocol set forth in Appendix C. The Facility Director/Designee identifies a manager to initiate an investigation when it is warranted. All DSOHF Workforce Members are expected to cooperate with any investigation conducted. Should any person believe that his/her facility or DSOHF has not taken appropriate action to address a potential violation, he/she can submit a complaint directly to the Office of Internal Audit:

- Report written concern/complaint to the NCDHHS Office of the Internal Auditor (OIA) via the online webform found at https://www.ncdhhs.gov/about/administrative-offices/internal-audit/report-fraud-waste-abuse-or-financial-mismanagement

L. DSOHF and each facility shall widely communicate methods for reporting any fraud, waste, and abuse concerns so that DSOHF Workforce Members understand and are aware of this important aspect of DSOHF operations.

M. DSOHF and each State-operated healthcare facility shall ensure that all Workforce Members are trained regarding DSOHF and NCDHHS policy and retrained periodically at a reasonably appropriate time interval established by the DSOHF Compliance Officer and Executive Leadership Team.

N. Information on NCDHHS fraud, waste, and abuse policy may be obtained at: Fraud, Waste, and Abuse Policy – NCDHHS Policies and Manuals

VIII. Internal Monitoring and Auditing

A. NCDHHS utilizes a variety of monitoring and auditing systems and practices reasonably designed to detect criminal, civil and administrative violations under the Act by any of its personnel, including, but not limited to the Cash Management Plan (CMP).

B. If a potential or actual violation fraud, waste, or abuse is discovered, each facility will follow the established NCDHHS and DSOHF fraud, waste, and abuse reporting procedures. Each potential fraud, waste, and abuse report, complaint, and LEIE OIG search violation is investigated to determine what additional actions are indicated, in coordination with the Office of the Internal Auditor (OIA), DSOHF Legal Counsel, Human Resources, and as needed, the NCDHHS Privacy and Security Office. Responses based on these investigations may include appropriate mitigation and remediation steps, actions required by applicable law or contract including adjustment of cost reporting and notifications to external entities, and disciplinary actions.

IX. Responding promptly to confirmed fraud, waste, and abuse reports, complaints, and LEIE OIG search violations and implementing corrective action

A. DSOHF's compliance team will respond promptly to investigate reported violations of fraud, waste and financial abuse laws or of other aspects of DSOHF's compliance and ethics program.

B. If a fraud, waste, or abuse LEIE OIG finding is confirmed for any facility, DSOHF central office compliance team will investigate using the process outlined in Appendix E. OIA will notify DSOHF compliance team when a fraud, waste, and abuse complaint is relevant to DSOHF facilities. The applicable division/entity will complete an investigation based on the facts of the fraud, waste, and abuse report/complaint, determine if remediation procedures are required to adjust, policies and operational practices to prevent further fraud, waste, and abuse reports/complaints at DSOHF facilities. If the report/complaint is applicable to DSOHF the DOSHF compliance team will work with DSOHF legal, relevant facility staff, and human resources during the fraud, waste, and abuse investigation.

C. If a LEIE OIG search violation or fraud, waste, or abuse report/complaint is confirmed, the facility will ensure all reasonable steps to respond appropriately to the violation, including mitigation and remediation of the confirmed violation and adjustments to policies, procedures and operational practices to prevent further similar violations. The DSOHF compliance team will evaluate how best to prevent similar violations from occurring in the future and implement appropriate steps, including, but not limited to, a corrective action plan containing modifications to facility and/or DSOHF operational procedures and practices to improve the facility's ability to effectively prevent, detect, and respond to criminal, civil and administrative violations consistent with NCDHHS and DSOHF policy and DSOHF's compliance and ethics program.

D. DSOHF will coordinate with each facility to implement appropriate, fair and consistent disciplinary mechanisms related to confirmed LEIE OIG violations, in coordination with and subject to prior approval by the DSOHF Compliance Officer and the DSOHF Human Resources team including, but not limited to, discipline of individuals responsible for any confirmed violations, participating in noncompliant behavior, or encouraging, directing, facilitating or permitting non-compliant behavior, and individuals responsible for the failure to detect and report a suspected compliance violation pursuant to this policy.

X. Annual Program Review

DSOHF's compliance team, including the Compliance Officer and the facility compliance liaisons, in coordination with DSOHF's legal counsel, HR and to the extent needed the DHHS Privacy and Security Office, will conduct an annual review of the Compliance and Ethics Program to revise the program and compliance work plan as needed to reflect any changes in all applicable laws or regulations and within DSOHF and its facilities, to help improve the

ongoing efforts of DSOHF and its facilities to deter, reduce, and detect, and appropriately respond to, any violations of applicable federal and State laws, including without limitation, the Social Security Act and implementing regulations, and to promote the continued provision of quality care.

XI. Distribution and Education

DSOHF policies are centrally accessible, upon implementation, on the DSOHF Intranet. DSOHF leadership and staff are responsible for communicating policy decisions and subsequent updates to all facility types and central office operations. As part of the DSOHF compliance plan, DSOHF Workforce Members shall receive training regarding the compliance requirements of these laws and the DSOHF/NCDHHS FWA policy at orientation for new hires and periodically for all other personnel at a time interval to be established by DSOHF's Executive Leadership Team. DSOHF Workforce Members should consult with the designated central office compliance liaison or Compliance Officer (who will confer with DSOHF's legal counsel, facility and DSOHF Human Resources, as needed) if they have questions about the application of this policy and these laws to their specific job responsibilities or role.

EFFECTIVE DATES AND IMPLEMENTATION:

Upon final adoption and approval by DSOHF, this Policy will be implemented at DSOHF facilities in a phased manner and will take effect at facilities in accordance with the timeline set forth below. The DSOHF Fraud, Waste and Financial Abuse Policy, SOHF 129-AL shall continue in effect at DSOHF facilities until the date this Policy takes effect at specific facilities according to the phased effective dates set forth below, at which point, this Policy will supersede and replace Policy SOHF 129-AL.

DSOHF Facilities	Policy Effective Date
Neuro-Medical Centers	11/27/19
Psychiatric Hospitals	03/31/20
ADATCs	03/31/20
Developmental Centers, Whitaker PRTF, Wright School	03/31/20
Division of State Operated Healthcare Facilities (ELT Approved)	7/8/25

XII. References

Federal False Claims Act
Exclusion Statute
The Program Fraud Civil Remedies Act (PFCRA)

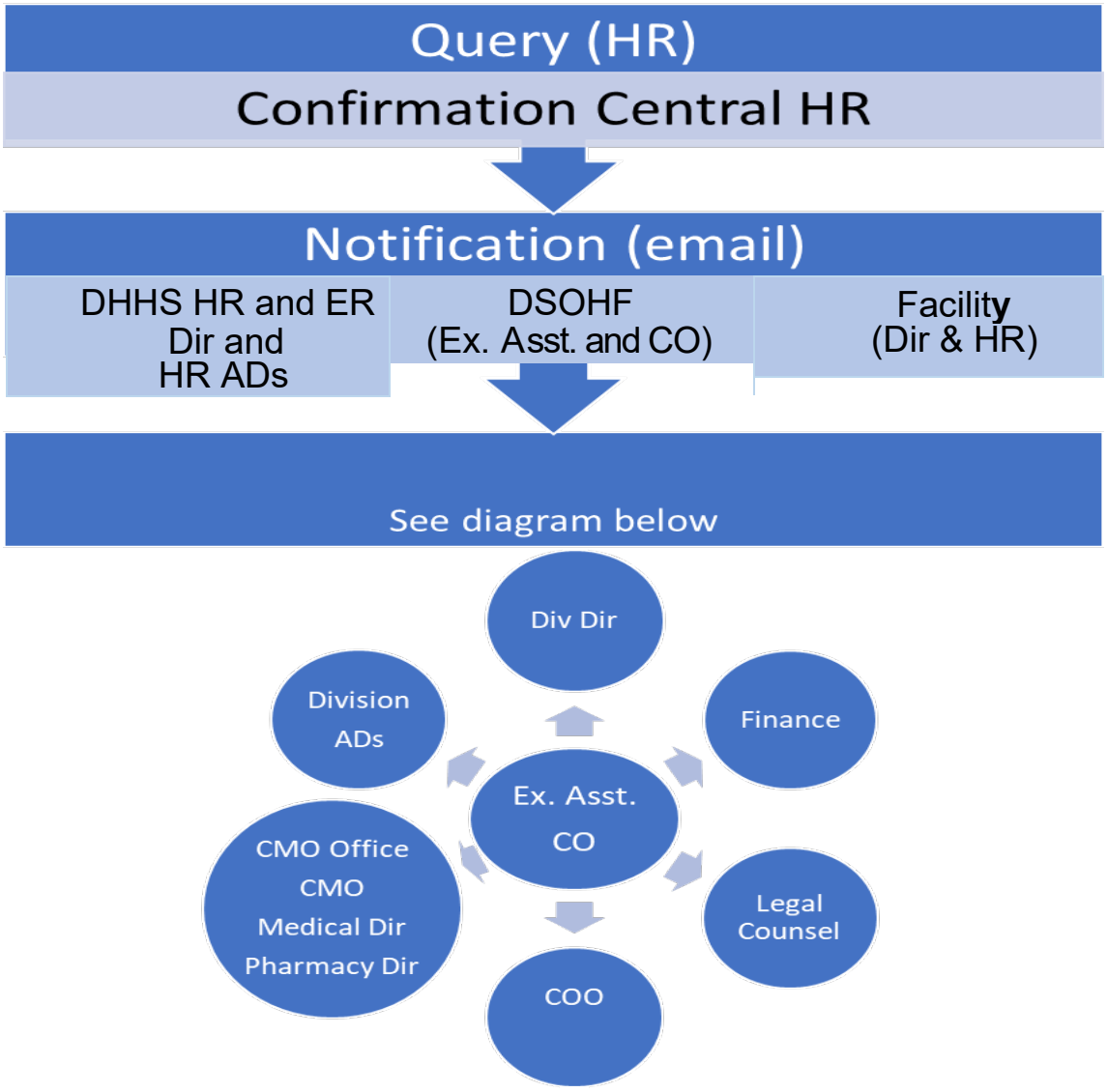
Physician Self-Referral Law (Stark Law)
Civil Monetary Penalties Law [42 U.S.C. § 1320a-7a]
Medicaid (N.C.G.S. 108A-70.12).
Medical Assistance Provider Fraud (N.C.G.S. 108A-63)
State Whistleblower Act (N.C.G.S. 126-84 *et seq*)
Medicaid Fraud by Recipient (N.C.G.S. 108A-64)
State Whistleblower Act (N.C.G.S. 126-84 *et seq*)
Medicaid Card Fraud (N.C.G.S. 108A-63b1))

XIII. Any exceptions to the above policy must be approved by the Director, Division of State Operated Healthcare Facilities, or designee.

Table of Amendments

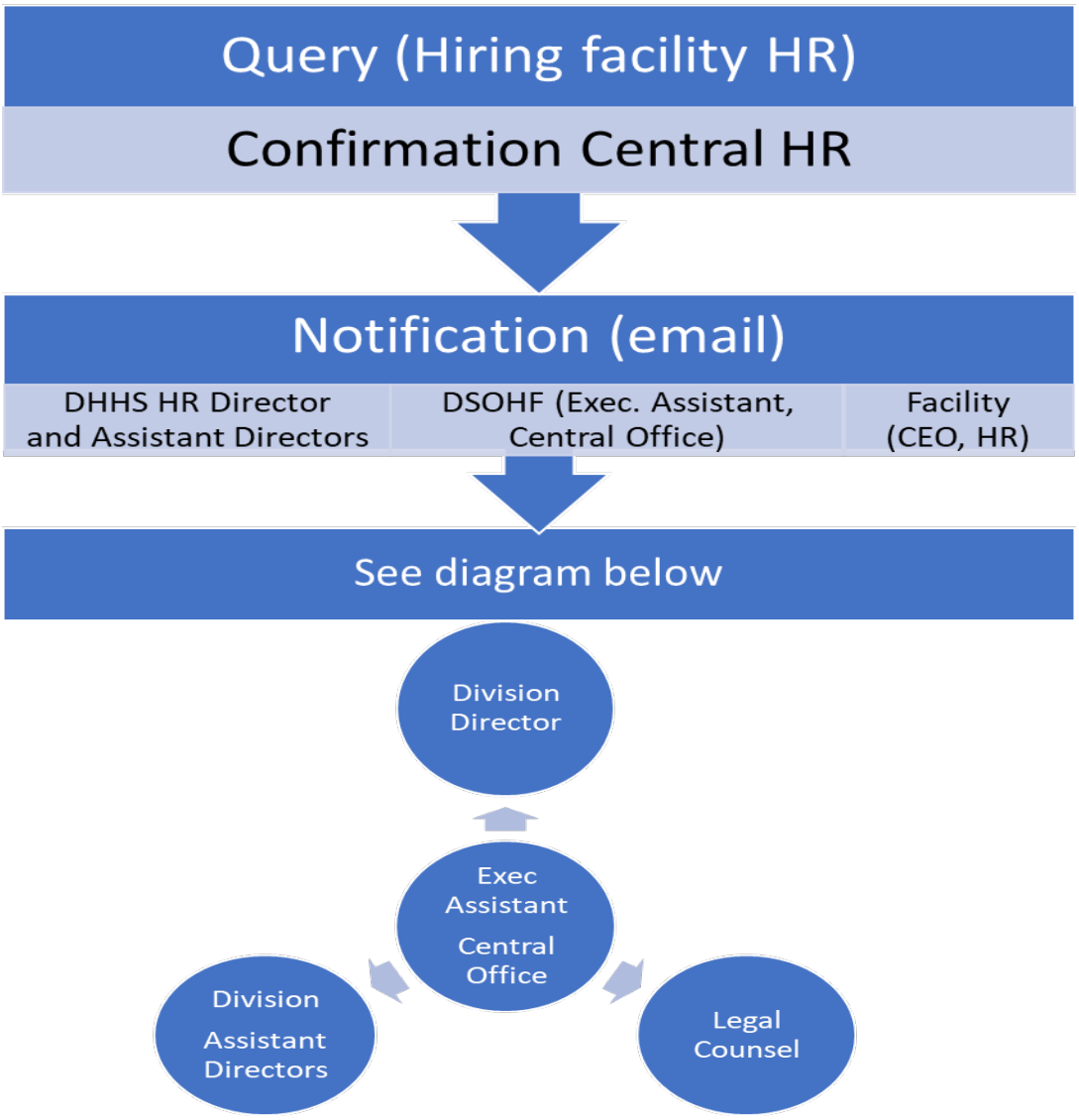
Date	Description	Owner Name
7/8/2025	• ELT Approved • DSOHF format updated • Updated reporting procedures • Confirmed all FWA federal and state laws with legal • Reference NCDHHS FWA policy and provided link to policy webpage. • Create DSOHF FWA reporting/investigative process • Clarify OIG fraud found inquiries verses creditable FWA reports/complaints submitted by the public/DSOHF staff	**Shannida Letellier-Ramsey**

Appendix A: OIG Search Finding Reporting Process Flow (Central HR Query)



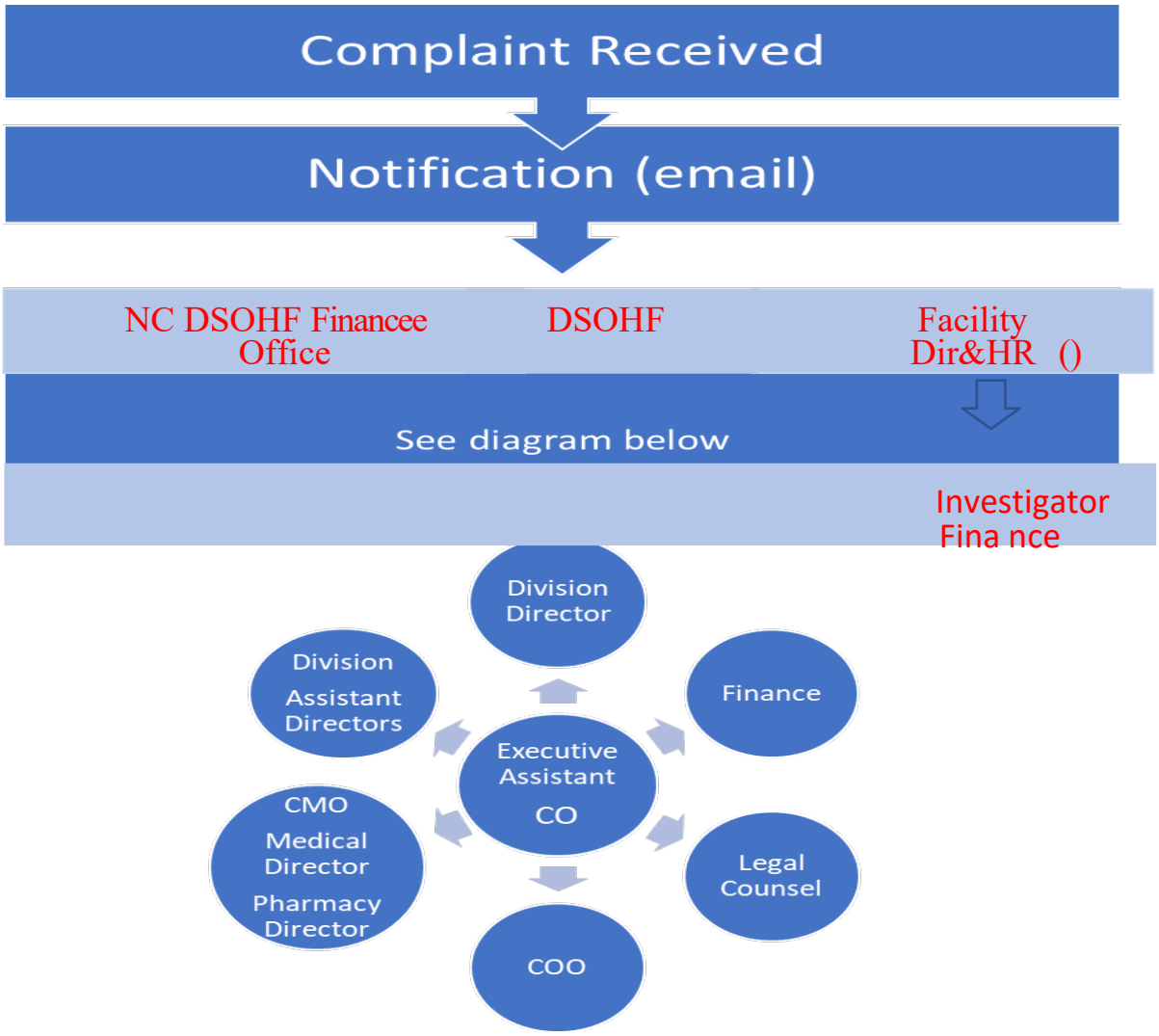
Communications occur as soon as verification has occurred, within 24 hours. If additional investigation has an impact on response actions, additional communications are provided to the group.

Appendix B: OIG Query Search Finding Process Flow (Facility HR)



Communications occur as soon as verification has occurred, within 24 hours. If additional investigation has an impact on response actions, additional communications are provided to the group.

Appendix C: OIG Finding Complaint Received Process Flow (Credentialing & Other)



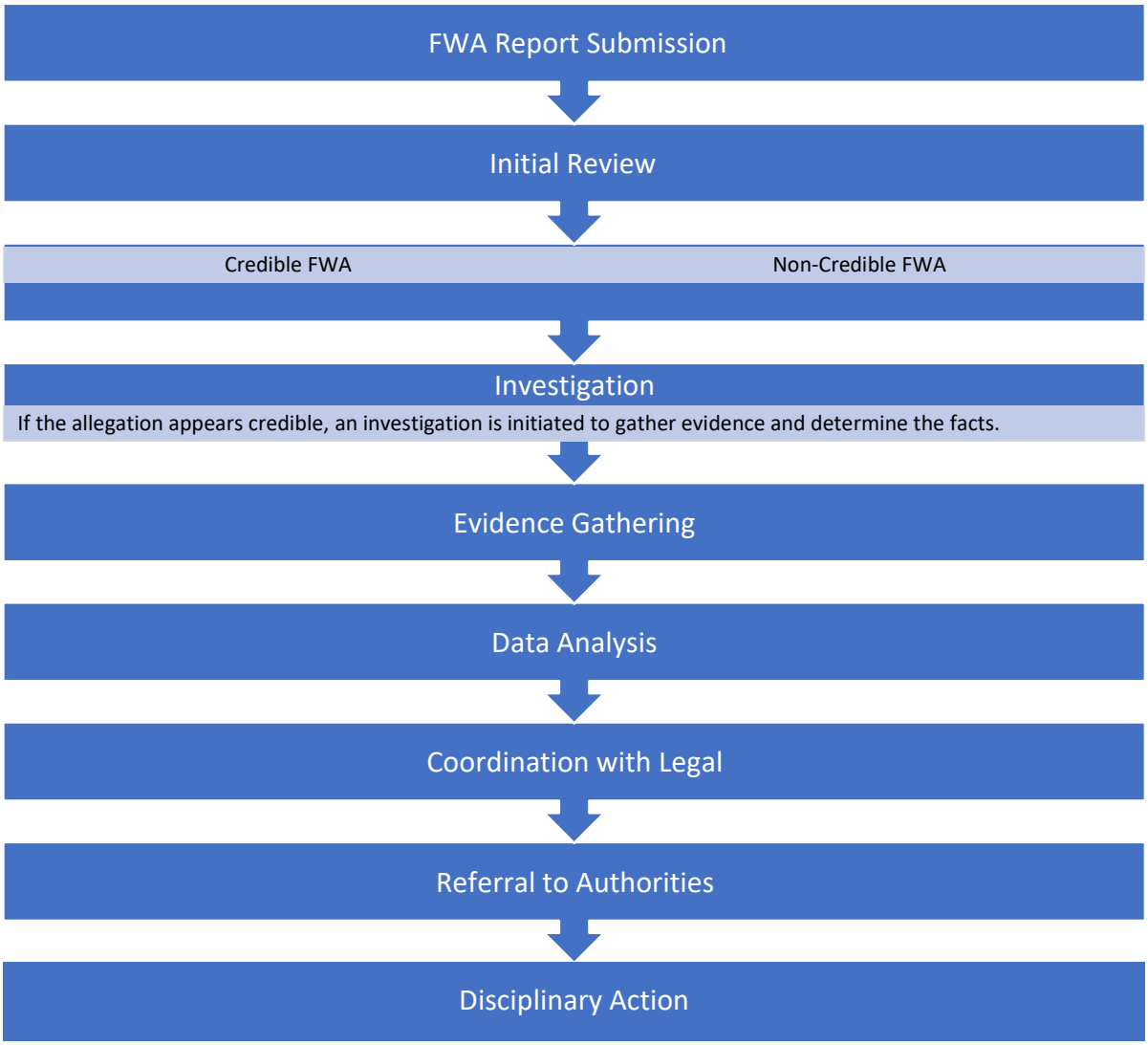
Communications occur as soon as verification has occurred, within 24 hours. If additional investigation has an impact on response actions, additional communications are provided to the group.

Appendix D: Approval of Hire Notwithstanding Past Conviction

Notwithstanding any other provisions of Policy SOHF 129A-AL, an individual who has had one or more past criminal conviction(s) related to the provision of healthcare items or services *may* be employed by DSOHF provided that *all* of the following steps are taken prior to hire of such individual:

- DHHS Human Resources has confirmed that the individual is not excluded from participating in federal healthcare programs.
- Written justification for the hire based on the factors set out in N.C. Gen. Stat. § 114-19.6 is submitted by the facility director and approved by the DSOHF Division Director.
- The Assistant General Counsel for DSHOF has confirmed, based on the circumstances of the conviction and the nature of the position, that the hire is not prohibited by state or federal law or regulations.
- All other requirements of the NCDHHS Criminal Records Check policy are met.
- After consultation with the Assistant General Counsel for DSOHF, notification is made to payors and any other contractors whose contracts are implicated by the hire and written confirmation is obtained that the hire does not breach the relevant contract terms.
- NCDHHS Human Resources confirms that the following Division of Health Benefits (DHB) conditions for NC Medicaid credentialing of providers who disclose a past criminal conviction, and any other conditions that may be adopted by DHB in the future, are met:
    - The applicant has provided convincing evidence/documentation showing he/she has fulfilled all the required civil and judicial requirements to restore him/herself.
    - Neither of the following applies:
        - The applicant is active in the AAR or listed in the National Sex Offender Registry or any Exclusion Report, or
        - The applicant has committed murder, or committed any type of aggravated sexual act, aggravated robbery, aggravated battery, or any aggravating offense as charged by Law Enforcement and recorded by the Courts.

Appendix E: Fraud, Waste, and Abuse Report/Investigation Process Flow



Confidentiality:
Fraud, waste, and abuse investigations are generally conducted confidentially to protect the integrity of the investigative process and preserve the privacy of individuals involved.