



Office of the Secretary  
HEALTH AND HUMAN SERVICES

RICHARD O. BRAJER  
*Secretary*

PATTI BOWERS  
*Director of Procurement, Contracts and Grants*

August 9, 2016

VIA U.S. MAIL AND ELECTRONIC MAIL TO [sue.yates@cabarrushealth.org](mailto:sue.yates@cabarrushealth.org)

Greg Ferguson  
City of Huntersville  
P.O. Box 664  
Huntersville, NC 28070

Dear Mr. Ferguson,

The 2016 Session of the General Assembly has appropriated **\$100,000.00** to the Department of Health and Human Services, Division of **Public Health** for your organization. The funds are to be utilized to **provide funds for the City of Huntersville to address the Ocular Melanoma Cluster.**

In accordance with applicable state law rules and regulations, there are certain required information that we must receive from you in order to complete a contract necessary to receive the appropriated funding.

Attached to this memo, you will find the special appropriations agreement along with other required documents that must be signed and returned to the Department. **Upon receipt of your signed agreement and required documents, we will initiate the payment process.**

Please return this information to our office at the following address:

Department of Health and Human Services  
2001 Mail Service Center  
Raleigh, N.C. 27699-2001  
ATTN: Sharon A. Jordan



Department of Health and Human Services | Office of the Secretary  
101 Blair Drive | 2001 Mail Service Center | Raleigh, NC 27699-2001  
919 855 4800 T | 919 715 4645 F

## ATTACHMENT A SPECIAL APPROPRIATIONS AGREEMENT COVER

THIS AGREEMENT is hereby made between the State of North Carolina, Department of Health and Human Services, Division of Public Health and City of Huntersville with an address at P.O. Box 664 Huntersville, NC 28070

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

1. Attachment A - This Agreement Cover
2. Attachment B - General Terms and Conditions
3. Attachment C - Payment Request Form
4. Attachment D - Recipient Electronic Payment Form
5. Attachment E - Reporting Requirements (applies only if sub granting to a non public entity)
6. Report 1 - State Grant Certification and Sworn Statement
7. Report 2 - State Grant Compliance Reporting
8. Report 3 - Schedule of Receipts and Expenditures
9. Report 4 - Program Activities and Accomplishment

B. Effective date: July 1, 2016

C. Termination Date: June 30, 2017

D. State Financial Assistance Award Amount: **\$100,000** (State Appropriations)

E. Scope of work: As provided for in the Conference Committee Report for S.L. 2016-94, Item # G-61, the recipient hereby intends to: **Utilize funds for the City of Huntersville to address the Ocular Melanoma Cluster.**

F. Reporting Requirements: Recipients that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year shall adhere to reporting requirements. The Division has determined that this is a contract for financial assistance with a Public Entity. Local governmental agencies are subject to N.C.G.S. § 159-34, annual independent audit; rules and regulations, OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and N.C.G.S. § 143C-6-22, use of state funds by non state entities. If subgranting is allowable, a nongovernmental subgrantee is subject to the reporting requirements described below

1. Provide a certification that State financial assistance received or held was used for the purpose for which it was awarded.
2. Provide an accounting of all State financial assistance received, held, used, or expended.
3. Report on activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.

All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three months after the end of the recipient's fiscal year.

## **ATTACHMENT B GENERAL TERMS AND CONDITIONS**

- A. The failure of either party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement, or to exercise any option or election herein, shall not be construed as a waiver of such terms, provisions, option or election in the future. No waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement are cumulative and in addition to the various remedies available in law or in equity.
- B. **Choice of Law.** The validity of this Agreement and any of its terms or provisions, as well as the signing this Agreement, agrees and submits, solely for matters related to this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina.
- C. All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator.

DEPARTMENT	RECIPIENT
Sharon Jordan, Contract Specialist 2001 Mail Service Center Raleigh, N.C. 27699-2001 Telephone: 919 855-4091 Fax: 919 733 2944 Email: sharon.a.jordan@dhhs.nc.gov	Greg Ferguson, Town Manager P.O. Box 664 Huntersville, NC 28070 Telephone: Phone #: (704) 875-6541 Email: gferguson@huntersville.org

- D. **Availability of Funds.** The parties to this contract agree and understand that the payment of the sums specified in this contract is contingent upon and subject to the availability of funds for this purpose.
- E. **Payment Provisions.** Upon execution of this contract, the Recipient may request and, upon approval by the Agency, receive a single payment for amounts up to one hundred thousand dollars (\$100,000). For grants-in-aid of more than one hundred thousand dollars (\$100,000) payments will be paid in quarterly installments, consistent with G. S. 143C-6-21.
- F. **Effective Period:** This contract shall be effective on July 1, 2016 and shall terminate on June 30, 2017.
- G. The Recipient 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.
- H. The Recipient shall maintain its accounting records relating to the performance of the

Services and this Agreement in accordance with generally accepted accounting procedures. Upon reasonable prior notice to Recipient, the Office of State Budget and Management may, during the term of this Agreement and for a period of up to six years following the expiration or termination for any reason of this Agreement, audit and copy such records.

- I. **Antitrust Laws.** This Agreement is entered into in compliance with all State and Federal Antitrust laws.
- J. **Record Retention.** The Recipient shall maintain all pertinent records for a period of five years or until all audit exceptions have been resolved, whichever is longer.
- K. **The State Auditor and Office of State Budget and Management shall have access to persons and records as a result of all contracts or State financial assistance entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or State financial assistance entered into by State agencies or political subdivisions.**
- L. **Assignment.** This Agreement or any interest therein shall not be assigned or transferred by the Contractor.
- M. **The term of this Agreement shall begin on the effective date described in Article I and shall terminate upon the earlier of (1) completion of all required services, or (2) an earlier termination as provided for in paragraph B below.**
- N. **Either Party may, upon sixty (60) days prior written notice to the other party, terminate all or any portion of this Agreement or the services required to be performed herein without cause.**
- O. **The Department of Health and Human Services may, by written notice, immediately terminate all or any portion of this Agreement or the Services for cause in any of the following circumstances:**
  - (1) **Recipient breaches any obligation hereunder, or fails to make progress sufficient to assure performance of this Agreement or any of the Services;**
  - (2) **Recipient is adjudged insolvent or bankrupt; Contractor makes an assignment for the benefit of creditors; or the appointment of a receiver, liquidator or trustee of any of Contractor's property or assets.**
- P. **Neither party shall be liable, or deemed to be in default, for any delay, interruption or failure in performance under this Agreement resulting directly or indirectly from acts of God, acts of civil or military authority; fires, floods; accidents, explosions, earthquakes, strikes or labor disputes, loss or interruption of electrical power or other public utility, or delays in transportation or any cause beyond its reasonable control.**
- Q. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

**Signatures follow on the next page**

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

**Department of Health and Human Services:** By: \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature Authority Name/Title

**City of Huntersville**

By: \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature Authority Name/Title



**NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
SPECIAL APPROPRIATION (SA)  
Payment Request Form**

## II. Payment Allocation

A. SFY \_\_\_\_\_ Amount: \$ \_\_\_\_\_

B. Amount Request this Payment: \$ \_\_\_\_\_

C. Funds Requested to Date: \$ \_\_\_\_\_

D. SA Balance (if applicable): \$ \_\_\_\_\_

G. Purpose (Cite session law and Conference Committee Report Item and purpose. e.g. SL 2016-94, Committee Report Item # 57):

**IV. Match Required** (check one): Yes ☐ No ☐ On a \_\_\_\_\_ to \_\_\_\_\_ basis.

If match not on hand, by what date and from what source does the recipient expect to have the cash match?

Notary Public (Official Seal)

Printed Name

Date \_\_\_\_\_

Recipient/Tax ID #: \_\_\_\_\_ Center: \_\_\_\_\_ Fiscal Year: \_\_\_\_\_

Date \_\_\_\_\_

# **RECIPIENT ELECTRONIC PAYMENT FORM - ATTACHMENT D**

## **Office of the State Controller**

**Return to: OSC Support Services Center**

Address: 1410 Mail Service Center  
Raleigh, NC 27699-1410



## **Recipient Electronic Payment Form**

Email: [osc.support.services@osc.nc.gov](mailto:osc.support.services@osc.nc.gov)

Telephone: 919-707-0795

Fax: 919-981-5561

☐ New Add Request

☐ Change Existing ePay Account

For your convenience and benefit, the State of North Carolina offers payees the opportunity to receive future payments electronically, rather than by check. Your payments will be deposited into the checking or savings account of your choice. In addition to having the money deposited electronically, you also will be notified of the deposit either by fax or by e-mail. The fax or e-mail will provide you with all the information that would normally be on your check stub. To receive payments electronically, you must complete this form, attach a voided check, and return via mail, e-mail, or fax to the information listed above.

### **PRINT the following information.**

### **FAX or E-MAIL ADDRESS for payment notification.**

(Place a check mark in front of the method that you prefer.)

Payee Name:

Required E-mail Address:

Federal ID #/SSN #:

If you would like to receive remittances via fax, please check the box below. Otherwise remittances will be sent via E-mail.

Payee Address for  
Applicable Accounts:

☐ FAX Number:

Bank Name:

Print Name and Title:

Bank Routing Number:

Contact Phone Number:

☐ Checking Acct #:

☐ Savings Acct #:

## **ATTACH VOIDED CHECK OR PROVIDE A BANK LETTER WITH ACH ROUTING/ACCOUNT INFO**

I acknowledge that electronic payments to the designated account must comply with the provisions of U.S. law, as well as the requirements of the Office of Foreign Assets Control (OFAC). Check one of the following:

☐ I affirm that, regarding electronic payments the State of North Carolina may remit to the financial institution for credit to the account that I have designated, the entire payment amount is not subject to being transferred to a foreign bank account.

☐ I affirm that, regarding electronic payments the State of North Carolina may remit to the financial institution for credit to the account that I have designated, the entire payment amount is subject to being transferred to a foreign bank account. I understand that any electronic payments that may be remitted to me may be labeled with "IAT" as the standard entry class. I acknowledge that availability of funds credited to the account will be subject to my receiving financial institution's policies and procedures. I also understand that the remitting agency may elect to remit future payments to me via paper check instead of electronically.

I authorize the Office of the State Controller to initiate direct deposit entries each pay period, and if necessary, adjustments for any direct deposit entries in error, to the financial institution and account identified on the attached certification document. I understand and accept the conditions of participation in the direct deposit program. This authority will remain in effect until I cancel it in writing.

**SIGNATURE:**

**DATE:**

## **ATTACHMENT E**

### **REPORTING REQUIREMENTS**

*(Reporting requirements applies only if the recipient who is a public agency subgrants to a non public agency. The subgrantee shall file the reports below with the disbursing agency no later than three (3) months after the end of the recipient's fiscal year).*

1. Report 1 - Certification that State financial assistance received or held was used for the purpose for which it was awarded.
2. Report 2 - Compliance Reporting form
3. Report 3 - Accounting of all State financial assistance received, held, used, or expended.
4. Report 4 - Report on activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.



# STATE GRANT CERTIFICATION and SWORN STATEMENT REPORT 1

Entity's Letterhead

[Date (mmddyyyy)]

To: State Agency Head and Chief Fiscal Officer  
Office of the State Budget and Management

## Certification:

We certify that the accompanying reports represent all financial activity related to the receipt, use, and expenditure of funds granted by the State of North Carolina to [insert organization's name] for the fiscal year ended [mmddyyyy] (mmddyyyy) and that the expenditures reported were for the purposes appropriated by the General Assembly or collected by the State of North Carolina and in compliance with the applicable laws, regulations, and terms and conditions of the grant documents.

The accompanying reports are presented on the cash basis of accounting and are supported by our financial records.

We understand that if it is found the expenditures reported were not used for the purpose(s) appropriated, that the grantor agency shall report such findings to the Attorney General, the Office of State Budget and Management, the Office of the State Auditor, and the Office of the State Controller. Any apparent violations of a criminal law or malfeasance, misfeasance, or nonfeasance in connection with the use of State funds shall be reported by the Office of State Budget and Management to the Attorney General and State Bureau of Investigation.

## Sworn Statement:

[Name of the Treasurer] and [Name of Second Authorizing Official] being duly sworn, say that we are the Treasurer and [Title of the Second Authorizing Official], respectively, of [insert name of organization] of [City] in the State of [Name of State]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
[Title of Second Authorizing Official]

Sworn to and subscribed before me on the day of the date of said certification.

\_\_\_\_\_  
(Notary Signature and Seal)

My Commission Expires: \_\_\_\_\_

If there are any questions, please contact the state agency that provided your grant.

## STATE GRANT COMPLIANCE REPORTING ≥ \$25,000 REPORT 2

This forms must be completed and returned to the disbursing agency no later than three months after the end of the recipient's fiscal year.

Each recipient receiving at least \$25,000 should complete the basic information requested here relative to the organization, as well as the accounting for State funds received, used or expended, and a description of activities and accomplishments undertaken by the recipient with the State funds.

<b>1. Organization:</b>	
Organization Name:	
Tax Identification #:	
Organization Fiscal Year End: (mmddyyyy)	
Mailing Address (street, city, state, zip code):	
Phone Number (area code + number):	
Fax Number (area code + number):	
Contact Person:	
Contact Person Title:	
E-Mail Address:	

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

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

**G.S. 143-6.2 (repealed June 30, 2007), G.S. 143C-6-23 (effective July 1, 2007) and the North Carolina Administrative Code 09 NCAC 03M requires that every non-State entity that receives, uses, or expends any State funds shall use or expend the funds only for the purposes for which they were appropriated, and that the recipient must have a Conflict of Interest Policy. Please answer the following questions:**

**4. What restrictions are placed upon the grant by the grant award document? If the grant award document does not identify specific restrictions, please identify the intended use of the grant funds as included in the award document.**

Restrictions:

5. Does the organization have a Conflict of Interest policy?	<input type="checkbox"/>	yes	<input type="checkbox"/>	no
6. Is the organization a for profit entity?	<input type="checkbox"/>	yes	<input type="checkbox"/>	no

**G.S. 143-6.2 (repealed June 30, 2007), G.S. 143C-6-23 (effective July 1, 2007) and the North Carolina Administrative Code 09 NCAC 03M requires that every non-State entity that receives, uses, or expends any State funds shall use or expend the funds only for the purposes for which they were appropriated, and if the recipient then subgrants or pass any or part of those funds to another organization, then the recipient must also pass on the reporting requirements to the subgrantee. Please answer the following questions:**

7. Did the organization subgrant or pass down any funds to another organization?		<input type="checkbox"/>	yes	<input type="checkbox"/>	no
If yes, answer the following:					
a. Name of Subgrantee	b. Program Name	c. Amount Subgranted			

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



**SCHEDULE OF RECIPITS AND EXPENDITURES**  
**(≥ \$25,000 but < \$500,000)**  
**REPORT 3**

This forms must be completed and submitted to the disbursing agency no later than three months after the end of the recipient's fiscal year.

Each recipient receiving at least \$25,000 should complete the basic information requested here relative to the organization, as well as the accounting for State funds received, used or expended.

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

<b>a. Receipts</b>		
<b>Funding State Agency</b>	<b>Grant Title</b>	<b>Total Receipts</b>
<b>b. Expenditures</b>		
<b>Category</b>	<b>Dollar Amount</b>	
Personnel		
Contracted Services		
<b>(a)Total Personnel/Contracted Srvcs Costs:</b>		
Office Supplies & Materials		
Service Related Supplies		
<b>(b)Total Supplies &amp; Material Costs:</b>		
Travel		
Communications & Postage		
Utilities		
Printing & Binding		
Repair & Maintenance		
Meeting/Conference Expense		
Employee Training (no travel)		
Classified Advertising		
In-State Board Meeting Expenses		
<b>(c)Total Non-Fixed Operating Expense:</b>		
Office Rent (Land, Buildings, etc.)		
Furniture Rental		
Equipment Rental (Phones, Computers, etc.)		
Vehicle Rental		
Dues & Subscriptions		
Insurance & Bonding		
Books/Library Reference Materials		



Mortgage Principal, Interest and Bank Fees	
<b>(d)Total Fixed Charges &amp; Other Expenses:</b>	
Buildings & Improvements	
Leasehold Improvements	
Furniture/Non-Computer Equip., \$500+ per item	
Computer Equipment/Printers, \$500+ per item	
Furniture/Equip., under \$500 per item	
<b>(e)Total Property &amp; Equipment Outlay:</b>	
Purchase of Services	
Contracts with Service Providers	
Stipends/Scholarships/Bonuses/Grants	
<b>(f)Total Services/Contracts:</b>	
Food	
Other (provide description here):	
Other (provide description here):	
Other (provide description here):	
Other (provide description here):	
<b>(g)Total Other Expenses:</b>	
<b>Total Expenditures (sum a through g)</b>	

**Unexpended cash balance (do NOT use with reimbursement grants)**

Beginning of the year cash balance	
End of the year cash balance	

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

## PROGRAM ACTIVITIES AND ACCOMPLISHMENTS REPORT REPORT 4

This forms must be completed and submitted to the disbursing agency no later than three months after the end of the recipient's fiscal year.

Each recipient receiving at least \$25,000 should complete the basic information requested here relative to the organization, and a description of activities and accomplishments undertaken by the recipient with the State funds.

Recipient Name:	
Recipient Tax ID #	
Program Name:	
Project/Activity Title:	
Recipient's Fiscal Year End: (mmddyyyy)	
Date of This Report:	
Preparer of This Report:	

In compliance with the requirements of G.S. 143-6.21, *Use of State Funds by Non-State Entities*, (repealed June 30, 2007) and G.S. 143C-6-23, *State grant funds: administration, oversight and reporting requirements*, (effective July 1, 2007), the following is a description of activities and accomplishments undertaken by our organization using the provided state funding.

**1. What were the original goals and expectations for the activity supported by this grant?**

**2. If applicable, how have those goals and expectations been revised or refined during the course of the project?**

**3. What has the activity accomplished with these grant funds? Please include specific information including facts and statistics to support conclusions and judgments about the activity's impact.**

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

If there are any questions, please contact the state agency that provided your grant.