

North Carolina Pandemic Recovery Office

Agreement # [01-02]

This Agreement is hereby entered into by and between the North Carolina Pandemic Recovery Office (NCPRO), under the auspices of Office of State Budget and Management, OSBM, (the "AGENCY"), and North Carolina Senior Living Association (the "RECIPIENT") (referred to collectively as the "Parties"). The RECIPIENT's federal tax identification number is provided in ATTACHMENT A-2.

1. EFFECTIVE TERM

This agreement shall be effective starting March 1, 2020 and shall terminate on December 30, 2020.

2. RECIPIENT'S DUTIES

The RECIPIENT shall provide the activities as authorized and referenced in the North Carolina Session Law 2020-4, An Act to Provide Aid to North Carolinians in Response to the Coronavirus Disease 2019 Crisis.

The RECIPIENT's scope of work is a complete and concise scope of work supported by this agreement and consistent with language in Session Law 2020-4, an Act to Provide Aid to North Carolinians in Response to the Coronavirus Disease 2019 Crisis. See ATTACHMENT A-1.

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 20% in overall budget costs without the express written permission of the AGENCY. See ATTACHMENT A-2.

The RECIPIENT understands and acknowledges that these are federal funds and the total funding level available under this agreement will not exceed \$3,750,000.00. Only expenditures incurred during the period that begins on March 1, 2020 and ends on December 30, 2020 are eligible for funding from this Fund. ATTACHMENT A-1 and A-2 provides scope of work and budgeted amounts to be paid to RECIPIENT. SUBRECIPIENTs are to submit Attachments A-1 and A-2 within thirty (30) days of the date this contract is executed.

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in:

- a. The Coronavirus Aid, Relief, and Economic Security Act or CARES Act;
- b. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) promulgated by the United States Office of Management and Budget sections: 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements;
- c. Guidance issued by the United State Department of Treasury on April 22, 2020; and
- d. North Carolina Administrative Code Title 09, Chapter 03, SubChapters 03M and The RECIPIENT agrees to provide said report in 09 NCAC 03M.0202 within the required timeframe. See ATTACHMENT B.

The RECIPIENT further understands and acknowledges any subawards issued by the RECIPIENT will require SUBRECIPIENT to comply to said statutory provisions above and the RECIPIENT will be held liable for any misuse or mishandling of these funds, including mishandling or misuse by the SUBRECIPIENT.

The RECIPIENT agrees not to have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. The RECIPIENT agrees to complete ATTACHMENT D and submit to the AGENCY within 30 calendar days of execution of this contract, as required by North Carolina General Statute 143C-6-23(b).

The RECIPIENT agrees to submit the RECIPIENT'S policy surrounding conflict of interest as required by North Carolina General Statute 143C-6-23(b) within 30 calendar days of execution of this contract.

The RECIPIENT understands that if the funds have been allocated to a nonprofit corporation or a contractor, and the use of funds by the nonprofit corporation or contractor is disallowed by federal law, the nonprofit corporation shall return the amount of funds allocated to the nonprofit corporation to OSBM to transfer the funds into the Coronavirus Relief Reserve.

The RECIPIENT agrees to provide any necessary information as required by the Federal Funding Accountability and Transparency Act. See ATTACHMENT E.

The RECIPIENT agrees to return any funds that remain unspent as of December 30, 2020 to AGENCY by January 30, 2021.

3. AGENCY'S DUTIES & STATUS REPORTING

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2020-4, comply with the intent and guidance found in this Law and ensure compliance with related state statutes and financial management standards.

The Code of Federal Domestic Assistance number is 21.019 and is pending completion of registration by the Department of the United States' Treasury.

Invoice and Payment. The AGENCY shall advance one-half of the grant amount, \$1,875,000.00, within ten (10) business days after execution of this contract.

- a. After the initial payment is provided to the RECIPIENT, the RECIPIENT shall submit reimbursement requests every month. The AGENCY shall provide grant payments based on reimbursement requests:
 - i. The RECIPIENT shall submit the AGENCY completed reimbursement forms (see ATTACHMENT C-1 and C-2) when requesting reimbursement and shall include and attach sufficient documentation of the expenses incurred during the period. The reimbursement documentation may include a general ledger statement that verifies expenses were incurred consistent with the agreement purpose and scope, copies of invoices paid, or payroll register records by the RECIPIENT. If the RECIPIENT awards or allocates funds to SUB-RECIPIENTS, the RECIPIENT and SUBRECIPIENT(s) are to submit ATTACHMENTS C-1 and C-2 and supporting documentations for the reimbursement period using the upload link provided: <https://ncosbm.sharefile.com/r-rc7f2ca49d574af2a>. The RECIPIENT and SUBRECIPIENT(s) shall include expenses disbursed (aggregate totals for the period) by the following project uses:
 1. Employee Expenses (e.g. Payroll and benefits cost for employee that are dedicated to COVID-19).
 2. Contracted Labor Expenses
 3. Other Service expenses (e.g. utilities, telephone, data, lease related expenses)
 4. Subcontract expenses (e.g. construction, maintenance)
 5. Goods expenses (e.g. supplies).
 6. Equipment Expenses
 7. Other expenses (e.g. related charges not assigned above and described by recipient).

8. Period ending balance of the RECIPIENT funding disbursed pursuant to this agreement.
 9. A descriptive summary of how the funds were used including outcomes and specific deliverables or accomplishments to date.
- ii. After the second half of the grant amount is disbursed, the RECIPIENT shall continue to submit the reimbursement request forms without requesting additional funds until the entire grant amount is accounted for.
 - iii. The RECIPIENT shall submit the final reimbursement request to be received by the AGENCY by January 30, 2021. All SUBRECIPIENT requests are to be included with the RECIPIENT's request.
 - iv. On or before January 30, 2021 the RECIPIENT will submit the final outcome and accomplishment reports (see ATTACHMENT F).
 - v. The AGENCY reserves the right to withhold, reduce, or delay disbursement of the payments noted above, if the Reimbursement Requests are not submitted, are not complete or do not include adequate attached documentation that can verify reimbursement. The AGENCY must provide the RECIPIENT with a written explanation of the business reasons to delay, alter, or reject reimbursement payments that have been invoiced to the AGENCY. The RECIPIENT has three (3) business days after such AGENCY communication to respond to address the item(s) of concern. The AGENCY is to communicate a final review within three (3) business days of such RECIPIENT response.
- b. Provide additional reports and/or information as requested.

4. FUNDS MANAGEMENT

The RECIPIENT agrees that funds paid through this contract shall be accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and grant management system. The RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract. If eligible, the Recipient and all subrecipients 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 N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS

RECIPIENT shall comply with all rules and reporting requirements established by the requirements of 9 N.C.A.C. Subchapter 3M.0205. The RECIPIENT agrees that it will file and submit the final ATTACHMENT F to the AGENCY using the upload link provided at <https://ncosbm.sharefile.com/r-rc7f2ca49d574af2a> no later than January 30, 2021 or within forty-five (45) days of final expenditure date, whichever is earlier.

The above noted reports shall include RECIPIENT and SUB-RECIPIENT reporting information related to the above noted quantitative results and accomplishments. RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any audit internal audit responsibilities.

6. AGREEMENT ADMINISTRATORS

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For the AGENCY	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
John Leskovec North Carolina Pandemic Recovery Office MSC 20320 Raleigh, NC 27699-0320 Direct:--984-236-0638 Email: John.leskovec@osbm.nc.gov	John Leskovec North Carolina Pandemic Recovery Office 430 N. Salisbury Street Raleigh, NC 27603 Direct:--984-236-0638 Email: John.leskovec@osbm.nc.gov

For the RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: Jeff Horton Address: 4010 Barrett Dr, Suite 102, Raleigh, NC 27609 Direct: 9197873560 Email: jeff@NCSENIORLIVING.ORG	Name: Jeff Horton Address: 4010 Barrett Dr, Suite 102, Raleigh, NC 27609 Direct: 9197873560 Email: jeff@NCSENIORLIVING.ORG

7. MONITORING AND AUDITING

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the RECIPIENT are subject to being audited, inspected and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor and any federal monitor or auditor with access to financial and accounting records and audit work papers in the possession of any auditor of any recipient of State funding to support internal audit, financial reporting and related requirements.

Per 9 N.C.A.C. Subchapter 3M.0205A, a recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. Audits must be provided to the AGENCY no later than nine months after the end of the RECIPIENT's fiscal year.

8. TAXES

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

9. SITUS

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

10. SUBCONTRACTING AND ASSIGNMENT

The RECIPIENT agrees that by assigning or subcontracting any work related to the contract to a subcontractor or SUB-RECIPIENT, that such entities shall comply with the following:

- (a) The RECIPIENT or SUB-RECIPIENT is not relieved of any of the duties and responsibilities of the original contract; and
- (b) The SUB-RECIPIENT agrees to abide by the standards contained in this contract and to shall provide all information, including the purpose and reporting requirements for grants made to subgrantees, to allow the RECIPIENT to comply with these standards.
- (c) The RECIPIENT agrees to responsible for managing and monitoring each project, program, or activity supported by grant funds and each subgrantee project, program, or activity supported by grant funds.

11. HISTORICALLY UNDERUTILIZED BUSINESSES

In addition, the RECIPIENT, if it is a private, nonprofit corporation other than an institution of higher education or a hospital that receives an appropriation of five hundred thousand dollars (\$500,000) or more during a fiscal year from the General Assembly are encouraged to utilize minority contractors, physically handicapped contractors, and women-owned contractors in purchasing goods and services. The RECIPIENT as identified above shall comply with North Carolina General Statute 143-48 and report to the North Carolina Department of Administration quarterly on what percentage of its contract purchases of goods and services, through term contracts and open-market contracts, were from minority-owned businesses, what percentage from women-owned businesses, what percentage from disabled-owned businesses, what percentage from disabled business enterprises and what percentage from nonprofit work centers for the blind and the severely disabled. Reporting on contract purchases of goods and services will be submitted to the North Carolina Department of Administration's Office for Historically Underutilized Businesses (HUB) using the NC Interactive Purchasing System's HUB reporting system. Contact the HUB Office at 919-807-2330 or huboffice.doa@doa.nc.gov for instructions and to gain access to the NC Interactive Purchasing System's HUB reporting system.

12. ADVERTISING

RECIPIENT agrees not to use the existence of this contract, the name of the AGENCY, or the name of the State of North Carolina as part of any commercial advertising, without prior written approval of the AGENCY.

13. COMPLIANCE WITH LAW

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will 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 AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such sub-recipients, sub-sub-recipients, etc. in their handling, use and expenditure of the funds awarded to the Recipient hereunder.

14. TERMINATION OF AGREEMENT

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

15. AMENDMENTS

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

16. AGREEMENT CLOSE-OUT PROCESS

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final report) no later than January 30, 2021 or within forty-five (45) days of final expenditure date, whichever is earlier. All unspent funds as of December 30, 2020 will be returned to the AGENCY by January 30, 2021. Unspent funds are defined as all funds not used or consumed. Encumbered and/or obligated funds as of December 30, 2020 are considered unspent.

The above noted reports shall include RECIPIENT and SUB-RECIPIENT reporting information related to the above noted quantitative results and accomplishments. RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any audit internal audit responsibilities.

RECIPIENT will be deemed noncompliant if its final report is not submitted by January 30, 2021 or within forty-five (45) days of final expenditure date, whichever is earlier. Once the complete final project status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

17. AUTHORIZED SIGNATURE WARRANTY

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof**, the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

NORTH CAROLINA SENIOR LIVING ASSOCIATION

DocuSigned by:

Jeff Horton

393DE9BCD7AE4A2...
Signature

6/18/2020

Date

Jeff Horton

Printed Name

Executive Director

Title

**NORTH CAROLINA OFFICE OF BUDGET AND MANAGEMENT
NORTH CAROLINA PANDEMIC RECOVERY OFFICE**

DocuSigned by:

Charles Perusse

A91849C26EA5418...
Signature

6/18/2020

Date

Charles Perusse

Printed Name

State Budget Director

Title

Attachment A-1

Covid-19 Grant Scope of Work

Before it will be possible to finalize this award and make any disbursement, you are required to provide to the Agency a description for how the organization will spend the amount of funding allocated for the specific purpose as stated in the grant contract. This will include completing the following:

1. Organization Section of this Document
2. Scope of Work Section of this Document
3. The Budget for Recipients and Subrecipients in Attachment A-2

1. Organization:	
Organization Name:	NC Senior Living Association
Organization Fiscal Year End:	12/31

2. Scope of Work:

Recipient shall detail below how the organization will spend the amount of funding allocated for the specific purpose as stated in the grant contract. The description should include activities to be provided, objectives to be achieved, and expected results. The description should also include anticipated timing of those activities, objectives and expected results. Subrecipient(s) budgeted amounts and description of work with the activities, objectives, and expected results are to be included. Detailed subrecipient scope of work reports are to be provided within thirty (30) days of contract execution.

Below is the session law requirement, please provide additional information on how you will accomplish these requirements:

(1) \$50,000,000 to OSBM to allocate to the entities listed in this subdivision to be used for (i) the purchase of supplies and equipment necessary for life safety, health, and sanitation, such as ventilators, touch-free thermometers, gowns, disinfectant, and sanitizing wipes, and (ii) the purchase of personal protective equipment that meets the federal standards and guidelines from the Centers for Disease Control and Prevention, such as surgical and respiratory masks and gloves, as follows: b. Fifteen percent (15%) to the North Carolina Senior Living Association, a nonprofit corporation, and the North Carolina Health Care Facilities Association, a nonprofit corporation, in equal amounts.

Activities to be provided:

- Secure a medical equipment supply vendor(s) that can source, store and distribute personal protective equipment (PPE) such as masks, gowns and gloves to be used for licensed adult care homes and family care homes in North Carolina. Anticipated timing – by 7/31/2020
- Purchase via chosen vendor(s) PPE to be stored and distributed to licensed adult care and family care homes as they care for residents that are considered high risk for COVID-19. Anticipated timing – by 12/30/2020
- PPE will be used primarily for staff involved in the operation of the facility including those providing care.
- PPE may also be used for residents as they move about the facility.

Objectives to be achieved:

- Prevent or slow the spread of COVID-19 in licensed adult care homes and family care homes.
- Protect residents and staff from individuals residing in the facility who have tested positive for COVID-19.
- Protect residents and staff from individuals or staff entering the facility who may have COVID-19 but are not yet showing symptoms (Note: COVID-19 has a 14-day incubation period meaning that a person can be infected and is capable of spreading the virus up to 14-days before they exhibit any symptoms that would warrant COVID-19 testing).

Expected results:

- Reduction in new cases of COVID-19 in licensed adult care homes and family care homes in North Carolina.



**ATTACHMENT A-2: NCPRO Coronavirus grant
Grant Recipient's Budget**

Below are general expenditure descriptions that can serve as a guide for preparing the organization's budget related to the grant award. Please add rows in the budget section as needed. This form must be certified by the signature of an authorizing official. The certification is for both Attachment A-1 and A-2. If subrecipients detail is not available upon contract execution, include subrecipient expenses in "Subcontract Expenses" column. Subrecipients are to submit Attachment A-2 with detailed budgeted cost elements within thirty (30) days of the date that the contract between the State and the recipient is executed.

1. General Information

NAME OF RECIPIENT ORGANIZATION:	Contract Agreement Number	Total Funding Authorized by HB 1043:	C DFA	Term of Grant	Will you subgrant or pass down fund to other organizations?	Organization Tax ID Number	DUNS Number	Certifier's Name:	Certifier's Title:	Certifier's Email	Certifier's Phone Number	Certifier's Signature
NC Senior Living Association	2-Jan	\$ 3,750,000.00	21.019	March 1, 2020 to December 30, 2020	Yes/TBD							

2. Budget Section

PLEASE REMEMBER INDIRECT COST ALLOCATION AND PERCENTAGE OF ADMINISTRATION COST ARE UNALLOWABLE

[illegible]

ATTACHMENT B

SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE

SECTION .0100 - ORGANIZATION AND FUNCTION

09 NCAC 03M .0101 PURPOSE

Pursuant to G.S. 143C-6-23, the rules in this Subchapter establish reporting requirements for non-State entities that receive, hold, use, or expend State financial assistance and ensure the uniform administration of State financial assistance by all State agencies, recipients, and subrecipients. The requirements of this subchapter shall not apply to:

- (1) State financial assistance to non-State entities subject to the audit and other reporting requirements of the Local Government Commission.
- (2) Tuition assistance to students.
- (3) Public assistance payments from Federal entitlement programs to or on behalf of enrolled individuals.
- (4) State funds disbursed to a contractor as defined in this Subchapter.

*History Note: Authority G.S. 143C-6-22; 143C-6-23;
Eff. July 1, 2005;
Amended Eff. October 1, 2007;
Pursuant to G.S. 150B-21.3A, rule is necessary without substantive public interest Eff. April 25, 2015;
Amended Eff. July 1, 2016.*

09 NCAC 03M .0102 DEFINITIONS

As used in this Subchapter:

- (1) "Agency" means every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority, or other unit of government of the State or of any county, unit, special district, or other political subdivision of state or local government.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Division of the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (4) "Contract" means a legal instrument that is used to document a relationship between the agency, and a recipient or between a recipient and subrecipient.
- (5) "Contractor" means an entity subject to the contractor requirements, as well as any entity that would be subject to the contractor requirements but for a specific statute or rule exempting that entity from the contractor requirements.
- (6) "Contractor requirements" means Article 3, 3C, 3D, 3E, 3G, or 8 of Chapter 143 of the General Statutes and related rules.
- (7) "Fiscal Year" means the annual operating year of the non-State entity.
- (8) "Financial Statement" means a report providing financial data relative to a given part of an organization's operations or status.
- (9) "Non-State Entity" has the meaning in G.S. 143C-1-1(d)(18).
- (10) "Recipient" means a non-State entity that receives State financial assistance directly from a State agency to carry out part of a State program, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For purposes of this Subchapter, "recipient" also includes a non-State entity that would be considered a "subrecipient" pursuant to 2 CFR 200.93 for Federal funds subawarded by a recipient State agency, but does not include a subrecipient as defined in Item (14) of this Rule.
- (11) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (12) "State financial assistance" means State funds disbursed as a grant, cooperative agreement, non-cash contribution, food commodities, or direct appropriation to a recipient or subrecipient as defined in Item (10) and (14) of this Rule.

- (13) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are disbursed as financial assistance to other organizations.
- (14) "Subrecipient" means a non-State entity that receives State financial assistance from a recipient to carry out part of a State program; but does not include an individual that is a beneficiary of such program. This definition of "subrecipient" applies throughout these Rules, except as used in Item (10) of this Rule.

History Note: Authority G.S. 143C-6-22; 143C-6-23;
 Eff. July 1, 2005;
 Amended Eff. October 1, 2007;
 Pursuant to G.S. 150B-21.3A, rule is necessary without substantive public interest Eff. April 25, 2015;
 Amended Eff. July 1, 2016.

SECTION .0200 - RESPONSIBILITIES OF RECIPIENTS AND SUBRECIPIENTS

09 NCAC 03M .0201 ALLOWABLE USES OF STATE FINANCIAL ASSISTANCE

Expenditures of State financial assistance by any recipient or subrecipient shall be in accordance with the cost principles outlined in the Code of Federal Regulations, 2 CFR, Part 200. If the State financial assistance includes federal sources, the recipient or subrecipient shall ensure adherence to the cost principles established in the Code of Federal Regulations, 2 CFR, Part 200.

History Note: Authority G.S. 143C-6-22; 143C-6-23;
 Eff. July 1, 2005;
 Readopted Eff. July 1, 2016.

09 NCAC 03M .0202 RECIPIENT AND SUBRECIPIENT RESPONSIBILITIES

A recipient or subrecipient that receives State financial assistance shall ensure that those funds are utilized for their intended purpose and shall expend those funds in compliance with requirements established by this Subchapter and their contract. Recipients and subrecipients shall:

- (1) Provide the information required by the disbursing agency in order to comply with the procedures for disbursement of funds.
- (2) Maintain reports and accounting records that support the allowable expenditure of State funds. Recipients and subrecipients shall make available all reports and records for inspection by the awarding agency, the Office of State Budget and Management, and the Office of the State Auditor for oversight, monitoring, and evaluation purposes.
- (3) Ensure that subrecipients comply with all reporting requirements established by this Subchapter and their contract and report to the appropriate disbursing entity.

History Note: Authority G.S. 143C-6-22; 143C-6-23;
 Eff. July 1, 2005;
 Readopted Eff. July 1, 2016.

09 NCAC 03M .0203 SUBGRANTEE RESPONSIBILITIES

History Note: Authority G.S. 143C-6-22; 143C-6-23;
 Eff. July 1, 2005;
 Repealed Eff. July 1, 2016.

09 NCAC 03M .0204 RESERVED FOR FUTURE CODIFICATION

09 NCAC 03M .0205 MINIMUM REPORTING REQUIREMENTS FOR RECIPIENTS AND SUBRECIPIENTS

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

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

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

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

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

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

(e) Unless prohibited by law, the costs of audits made in accordance with the provisions of this Rule shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

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

*History Note: Authority G.S. 143C-6-22; 143C-6-23;
Eff. July 1, 2005;
Readopted Eff. July 1, 2016.*

SECTION .0300 - RESPONSIBILITIES OF THE OFFICE OF THE STATE CONTROLLER

09 NCAC 03M .0301 OFFICE OF THE STATE CONTROLLER RESPONSIBILITIES

*History Note: Authority G.S. 143C-6-22; 143C-6-23;
Eff. July 1, 2005;
Amended Eff. October 1, 2007;
Pursuant to G.S. 150B-21.3A, rule Expired May 1, 2015.*

SECTION .0400 - RESPONSIBILITIES OF AGENCIES

09 NCAC 03M .0401 AGENCY RESPONSIBILITIES

(a) An agency that receives State funds and disburses those funds as State financial assistance to a recipient shall:

- (1) Notify each recipient, at the time the State financial assistance award is made, of the purpose of the award and the reporting requirements established in this Subchapter.

- (2) Prior to disbursing any State financial assistance:
 - (A) Register each State assistance program with the Office of State Budget and Management in the format and method specified by the Office of State Budget and Management.
 - (B) Execute a contract with the recipient that complies with the requirements of this Subchapter.
 - (C) Report each individual award to the Office of State Budget and Management in the format and method specified by the Office of State Budget and Management.
 - (D) Follow the procedures for disbursement of State financial assistance.
 - (3) Develop compliance supplement reports that describe standards of compliance and audit procedures to give direction to independent auditors. This report shall be provided to the State and Local Government Finance Division in the North Carolina Department of State Treasurer for inclusion in the North Carolina State Compliance Supplement.
 - (4) Develop a monitoring plan for each State assistance program the agency oversees and submit the plan to the Office of State Budget and Management for approval.
 - (5) Perform monitoring and oversight functions as specified in agency monitoring plans to ensure that State financial assistance is used for authorized purposes in compliance with laws, regulations, and the provisions of contracts, and that performance goals are achieved.
 - (6) Ensure that State financial assistance is spent consistent with the purposes for which it was awarded.
 - (7) Determine that reporting requirements have been met by the recipient and that all reports have been completed and submitted in accordance with the recipient's contract.
 - (8) Monitor compliance by recipients with all terms of a contract. Upon determination of noncompliance the agency shall take appropriate action as specified in Section .0800 of this Subchapter.
 - (9) Require agency internal auditors to conduct periodic audits of agency compliance with requirements of this Subchapter.
 - (10) Provide all requested documentation when subject to an audit of compliance with the requirements of this Subchapter. Audits may be conducted by the Office of State Budget and Management, the Office of the State Auditor, or the agency's internal auditor.
- (b) Each recipient shall ensure that subrecipients have complied with the applicable provisions of this Subchapter. Failure to comply with such provisions shall be the basis for an audit exception.

History Note: Authority G.S. 143C-6-22; 143C-6-23;
 Eff. July 1, 2005;
 Readopted Eff. July 1, 2016.

SECTION .0500 - RESPONSIBILITIES OF THE OFFICE OF THE STATE AUDITOR

09 NCAC 03M .0501 OFFICE OF THE STATE AUDITOR RESPONSIBILITIES

History Note: Authority G.S. 143C-6-22; 143C-6-23;
 Eff. July 1, 2005;
 Repealed Eff. July 1, 2016.

SECTION .0600 - RESPONSIBILITIES OF THE OFFICE OF STATE BUDGET AND MANAGEMENT

09 NCAC 03M .0601 OFFICE OF STATE BUDGET AND MANAGEMENT RESPONSIBILITIES

The Office of State Budget and Management shall:

- (1) Provide guidelines to agencies for developing monitoring plans and establishing reporting processes that meet the requirements established in this Subchapter.
- (2) Maintain a Suspension of Funding list readily accessible to any interested party that identifies any recipient found in noncompliance with the requirements of this Subchapter or the terms of their contract. This list shall serve as notice to other agencies that no further State financial assistance shall be provided to that recipient until they are removed from the list.
- (3) Periodically audit State agencies to ensure compliance with requirements set forth in Section .0400 of this Subchapter.

- (4) Upon notification from a disbursing agency that a recipient is no longer noncompliant with the requirements set forth in Section .0200 of this Subchapter, validate that all such noncompliance has been corrected prior to the removal of that recipient from the Suspension of Funding listing. A recipient may appeal to the Office of State Budget and Management to be removed from the Suspension of Funding list if they believe they have been suspended in error. Once removed from the Suspension of Funding list, the recipient is eligible for current and future State financial assistance.
- (5) Take appropriate administrative action when the Director of the Budget finds that the recipient has spent or encumbered State funds for an unauthorized purpose, including ensuring allegations of criminal violations are reported to the Attorney General and the State Bureau of Investigation by the disbursing agency.
- (6) If the funds are a pass-through of funds awarded by an agency of the United States, consult with the awarding agency of the United States and the State agency that is the recipient of the pass-through funds prior to taking actions authorized by this Subchapter.

History Note: Authority G.S. 143C-6-22; 143C-6-23;
Eff. July 1, 2005;
Readopted Eff. July 1, 2016.

SECTION .0700 - CONTRACTING, MONITORING, AND OVERSIGHT

09 NCAC 03M .0701 GRANT DOCUMENTATION

History Note: Authority G.S. 143C-6-22; 143C-6-23;
Eff. July 1, 2005;
Repealed Eff. July 1, 2016.

09 NCAC 03M .0702 SUBORDINATION OF OTHER CONTRACTS AGREEMENTS

No contract agreements shall act to eliminate or diminish the requirements contained in this Subchapter.

History Note: Authority G.S. 143C-6-22; 143C-6-23;
Eff. July 1, 2005;
Readopted Eff. July 1, 2016.

09 NCAC 03M .0703 REQUIRED CONTRACT PROVISIONS

Prior to receiving State financial assistance, the recipient shall sign a contract with the agency that shall contain the obligations of both parties. Prior to disbursing any State financial assistance, each agency shall sign a contract with the recipient requiring compliance with the rules in this Subchapter. The requirements of this Rule shall also be applicable to all subrecipient relationships. Each contract agreement shall contain:

- (1) A specification of the purpose of the award, services to be provided, objectives to be achieved, and expected results;
- (2) The source of funds (such as federal or state) must be identified, including the CFDA number and percentages of each source where applicable.
- (3) Account coding information sufficient to provide for tracking of the disbursement through the disbursing agency's accounting system.
- (4) Agreement to maintain all pertinent records for a period of five years or until all audit exceptions have been resolved, whichever is longer.
- (5) Names of all parties to the terms of the contract. For the recipient or subrecipient, each contract shall contain the employer/tax identification number, address, contact information, and the recipient's or subrecipient's fiscal year end date.
- (6) Signatures binding all parties to the terms of the contract.
- (7) Duration of the contract, including the effective and termination dates.
- (8) Amount of the contract and schedule of payment(s).
- (9) Particular duties of the recipient.
- (10) Required reports and reporting deadlines.

- (11) Provisions for termination by mutual consent with 60 days written notice to the other party, or as otherwise provided by law.
- (12) A provision that the awarding of State financial assistance is subject to allocation and appropriation of funds to the agency for the purposes set forth in the contract.
- (13) Provision that requires reversion of unexpended State financial assistance to the agency upon termination of the contract.
- (14) A provision that requires compliance with the requirements set forth in this Subchapter, including audit oversight by the Office of the State Auditor, access to the accounting records by both the funding entity and the Office of the State Auditor, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
- (15) A clause addressing assignability and subcontracting, including the following:
 - (a) The recipient or subrecipient is not relieved of any of the duties and responsibilities of the original contract.
 - (b) The subrecipient agrees to abide by the standards contained in this Subchapter and to provide information in its possession that is needed by the recipient to comply with these standards.

History Note: Authority G.S. 143C-6-22; 143C-6-23;
 Eff. July 1, 2005;
 Readopted Eff. July 1, 2016.

09 NCAC 03M .0704 GRANT MONITORING AND EVALUATION

History Note: Authority G.S. 143C-6-22; 143C-23;
 Eff. July 1, 2005;
 Repealed Eff. July 1, 2016.

SECTION .0800 - SANCTIONS

09 NCAC 03M .0801 NONCOMPLIANCE WITH RULES

- (a) An agency shall not disburse any State financial assistance to an entity that is on the Suspension of Funding list.
- (b) When a non-State entity does not comply with the requirements of this Subchapter, the agency shall take measures to ensure that the requirements are met, including:
 - (1) Communicating the requirements to the non-State entity.
 - (2) Requiring a response from the non-State entity upon a determination of noncompliance.
 - (3) Suspending payments to the non-State entity until the non-State entity is in compliance.
- (c) When an agency discovers evidence of management deficiencies or criminal activity leading to the misuse of funds, the agency shall notify the Office of State Budget and Management and take the appropriate action or actions, such as:
 - (1) Suspend payments until the matter has been fully investigated and corrective action has been taken.
 - (2) Terminate the contract and take action to retrieve unexpended funds or unauthorized expenditures.
 - (3) Report possible violations of criminal statutes involving misuse of State property to the State Bureau of Investigation, in accordance with G.S. 143B-920.
- (d) Upon determination of noncompliance with requirements of the contract that are not indicative of management deficiencies or criminal activity, the agency shall give the recipient or subrecipient 60 days written notice to take corrective action. If the recipient or subrecipient has not taken the appropriate corrective action after the 60-day period, the disbursing agency shall notify the Office of State Budget and Management and take the appropriate action or actions, such as:
 - (1) Suspend payments pending negotiation of a plan of corrective action.
 - (2) Terminate the contract and take action to retrieve unexpended funds or unauthorized expenditures.
 - (3) Offset future payments with any amounts improperly spent.
- (e) Each disbursing agency shall ensure that recipients and subrecipients have complied with the applicable provisions of this Subchapter.
- (f) Agencies are subject to audit for compliance with the requirements of this Subchapter by the Office of State Budget and Management, the Office of the State Auditor, and agency internal auditors. Any finding of

noncompliance by an agency shall be reported to the Office of State Budget and Management to take appropriate action, as set forth in this Rule.

(g) The Office of State Budget and Management shall notify the agency of the finding and provide 60 days to take corrective action. After the 60-day period, the Office of State Budget and Management shall conduct a follow-up audit to determine if appropriate corrective action has been taken. If an awarding agency fails to take appropriate corrective action or is repeatedly found to be out of compliance with the requirements of this Subchapter, the Office of State Budget and Management shall notify the head of the agency and the State Auditor of the finding.

*History Note: Authority G.S. 143C-6-22; 143C-6-23;
Eff. July 1, 2005;
Readopted Eff. July 1, 2016.*

09 NCAC 03M .0802 RECOVERY OF STATE FUNDS

(a) The disbursing agency shall take appropriate administrative action to recover State financial assistance in the event a recipient or subrecipient:

- (1) Is unable to fulfill the obligations of the contractual agreement.
- (2) Is unable to accomplish the purposes of the award.
- (3) Is noncompliant with the reporting requirements.
- (4) Has inappropriately used State financial assistance.

(b) The disbursing agency shall seek the assistance of the Attorney General in the recovery and return of State financial assistance if legal action is required.

(c) Any apparent violations of a criminal law or malfeasance, misfeasance, or nonfeasance in connection with the use of State financial assistance shall be reported by the agency to the Office of State Budget and Management, the Attorney General, and the State Bureau of Investigation.

*History Note: Authority G.S. 143C-6-22; 143C-6-23;
Eff. July 1, 2005;
Readopted Eff. July 1, 2016.*

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Attachment C-1 Covid-19 Grant Project Status Report

Before it will be possible to make any disbursement, you are required to provide to the Agency the status towards the specific purpose as stated in the grant contract (Attachment A-1). This report is to be completed by the grant recipient and each subrecipient. The grant recipient is to ensure all subrecipients' reports are to be included with cost reimbursement requests. RECIPIENT COMPLETION INFORMATION:

Upload forms using the following link: <https://ncosbm.sharefile.com/r-rc7f2ca49d574af2a>

1. Organization

Organization Name	North Carolina Senior Living Association
Contract Agreement Number	01-02
Date	

2. Financial Summary

Total Funding Authorized	Total Funding Received to Date	Balance
\$3,750,000.00		

3. Performance: Recipient (or subrecipient) shall detail below how the organization has spent the amount of funding allocated for the specific purpose as stated in the grant contract. The description should include activities and progress against the recipient's (or subrecipient's) scope of work and outcomes of that work. Attach additional documents as necessary.

Descriptive summary of how the funds were used, including specific deliverables achieved, and progress against objectives and outcomes expected to be achieved.

(cont.)

I certify that funds mentioned in this document were used in accordance with attachment A-1 and A-2 in the contract between the State of North Carolina and my organization.

Name:

Signature:

Title:

Phone:

Email:

RECIPIENT COMPLETION INFORMATION:

Upload forms using the following link: <https://ncosbm.sharefile.com/r-rc7f2ca49d574af2a>

Attachment C-1 must accompany this form to receive reimbursement from NCPRC.

RECIPIENT COMPLETION INFORMATION: Upload completed form to the following website: <https://ncosbm.sharefile.com/r-rc7f2ca49d574fa2a>

Attachment C-1 must accompany this form to receive reimbursement from NCPRC.

RECIPIENT COMPLETION INFORMATION: Upload completed form to the following website: <https://ncosbm.sharefile.com/r-rc7f2ca49d574fa2a>

PART A: Summary of Funding Received and Spent

NAME OF RECIPIENT ORGANIZATION:	Contract Agreement Number	Total Funding Authorized by HB 1043:	Advance	July Reimbursement Request (Details in Part B)	August Reimbursement Request (Details in Part B)	September Reimbursement Request (Details in Part B)	October Reimbursement Request (Details in Part B)	November Reimbursement Request (Details in Part B)	December Reimbursement Request (Details in Part B)	January Reimbursement Request for December Expenses (Details in Part B)	Total Received to Date	Point of Contact Name	Point of Contact Title:	Point of Contact Email	Point of Contact Phone Number
											\$ -				

PLEASE REMEMBER INDIRECT COST ALLOCATION AND PERCENTAGE OF ADMINISTRATION COST ARE UNALLOWABLE

PART B: Detailed Expense (In lieu of completing Part B manually, detailed information can be exported from your systems in Excel or .CSV format, however, at minimum, the requested fields must be provided)

[illegible]

Attachment D: State Grant Certification – No Overdue Tax Debts



Experience. Education. Advocacy.

Date of Certification: 05/27/2020

To: State DEPARTMENT Head and Chief Fiscal Officer**Certification:**

We certify that the [NC Senior Living Association] does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143-6.2(b2) is guilty of a criminal offense punishable as provided by N.C.G.S. 143-34(b).

Sworn Statement:

[Dean Wilson] and [Jeff Horton] being duly sworn, say that we are the Board Chair and [Executive Director], respectively, of [NC Senior Living Association] of [Raleigh] in the State of [North Carolina]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

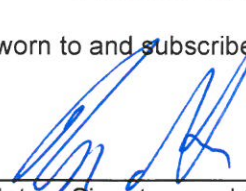

 Board Chair

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


 (Notary Signature and Seal)
My Commission Expires: 4/26/2025

 [Executive Director]

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


 (Notary Signature and Seal)
My Commission Expires: 9/15/2020

Attachment E: Federal Funding Accountability and Transparency Act (FFATA)

The State of North Carolina must report into the FFATA Subaward Reporting System which captures and report subawards and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements.

Enter your DUNS Number: 944196583

Enter your 9 Digit Zip Code: 27609-6622

Question 1: In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

(1) No

(2) No

Question 2: Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

No

dd

Attachment F

Covid-19 Grant Outcomes and Accomplishments Final Report

To finalize this award, you are required to provide to the Agency with a narrative of the outcomes and accomplishments related to the funds spent for the specific purpose as stated in the grant contract. You can use the secure link provided below to upload images, brochures, and other information to illustrate your outcomes and accomplishments.

<https://ncosbm.sharefile.com/r-rc7f2ca49d574af2a>

1. Organization:	
Organization Name:	North Carolina Senior Living Association

2. Outcomes and Accomplishments:

Certificate Of Completion

Envelope Id: AE92BEE5171A4330A5D8E5AFDCABF3EC

Status: Completed

Subject: Step 4 - DocuSign: Contract Agreement

Source Envelope:

Document Pages: 23

Signatures: 2

Envelope Originator:

Certificate Pages: 6

Initials: 0

John Leskovec

AutoNav: Enabled

PO Box 17209

Envelopeld Stamping: Enabled

Raleigh, NC 27609

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

john.leskovec@osbm.nc.gov

IP Address: 149.168.137.4

Record Tracking

Status: Original

Holder: John Leskovec

Location: DocuSign

6/16/2020 11:16:02 AM

john.leskovec@osbm.nc.gov

Signer Events

Jeff Horton

jeff@ncseniorliving.org

Executive Director

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

Jeff Horton
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Signature Adoption: Pre-selected Style
Using IP Address: 174.99.83.170

Timestamp

Sent: 6/16/2020 11:19:50 AM

Viewed: 6/16/2020 11:20:21 AM

Signed: 6/18/2020 7:53:33 AM

Electronic Record and Signature Disclosure:

Accepted: 6/16/2020 11:20:21 AM

ID: 8ded11f7-ab7d-4f0e-934a-32eaaaa7ad2b

Charles Perusse

charles.perusse@osbm.nc.gov

State Budget Director

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Charles Perusse
A91849C26EA5418...

Signature Adoption: Pre-selected Style
Using IP Address: 149.168.137.4

Sent: 6/18/2020 7:53:35 AM

Viewed: 6/18/2020 8:04:43 AM

Signed: 6/18/2020 8:05:04 AM

Electronic Record and Signature Disclosure:

Accepted: 6/18/2020 8:04:43 AM

ID: 4566ffee-f988-4bd8-888c-afdbc0ca6d41

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Stephanie McGarrah

stephanie.mcgarrah@osbm.nc.gov

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 6/18/2020 8:05:06 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Dwayne Patterson dwayne.patterson@osbm.nc.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/18/2020 8:05:07 AM
Barbara Baldwin barbara.baldwin@osbm.nc.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/9/2020 5:25:54 PM ID: d1f9942f-0385-48ba-bf33-86405cb7e26d	COPIED	Sent: 6/18/2020 8:05:08 AM
Lisa Outlaw lisa.outlaw@osbm.nc.gov Internal Audit Director OSBM Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/18/2020 8:05:09 AM Viewed: 6/18/2020 8:21:06 AM
John Leskovec john.leskovec@osbm.nc.gov Grants Specialist OSBM Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/18/2020 8:05:10 AM Resent: 6/18/2020 8:05:14 AM Viewed: 6/18/2020 8:16:49 AM
Providence Hakizimana providence.hakizimana@osbm.nc.gov Chief Financial Officer Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/18/2020 8:05:11 AM
Samantha Brennen-Lisko samantha.brennenlisko@osbm.nc.gov Internal Auditor OSBM Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/18/2020 8:05:12 AM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/18/2020 8:05:12 AM
Certified Delivered	Security Checked	6/18/2020 8:05:12 AM
Signing Complete	Security Checked	6/18/2020 8:05:12 AM
Completed	Security Checked	6/18/2020 8:05:12 AM
Payment Events	Status	Timestamps

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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- ii. send us an e-mail to charles.richards@nc.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

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