

**Department of Administration
North Carolina Division for Women and Youth – Family Violence
and Prevention Services Act (FVPSA) Program**

ADVOCACY GRANT COVER SHEET – GOVERNMENT ENTITY

Contract #1000028168

This Contract is hereby entered into by and between the North Carolina Department of Administration, Division of Division for Women and Youth (referred to in the Contract Documents as the "Division") and GASTON COUNTY (referred to in the Contract Documents as the "Grantee") (referred to collectively as the "Parties"). The Grantee's federal tax identification number is XX-XXXXXXX.

1. Contract Documents: This Contract consists of the following documents:

- (1) This Contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, or Grantee's proposal (Attachment B)
- (4) The line-item budget and budget narrative (Attachment B) and, if applicable, indirect cost documentation
- (5) Notice of Certain Reporting and Audit Requirements (Attachment D)
- (6) Certification of No Overdue Tax Debts (Attachment E)
- (7) IRS federal tax-exempt letter or 501(c) verification form (Attachment F) Note: N/A to Government Entities
- (8) If applicable, Federal Certification Regarding Environmental Tobacco Smoke (Attachment G)
- (9) If applicable, Federal Certification of Lobbying (Attachment H)
- (10) If applicable, Federal Certification Regarding Debarment (Attachment I)
- (11) If applicable, Federal Certification Regarding Drug-Free Workplace (Attachment J)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence Among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period: This Contract shall be effective on December 1, 2025, and shall terminate on September 30, 2026, with the option to renew for another year, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

4. Grantee's Duties: The Grantee shall provide the services, in accordance with the approved budget, as described in Attachment B.

5. Division's Duties: The Division shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The current amount paid by the Division to the Grantee under this Contract is \$93,101.97. The total amount paid by the Division to the Grantee under this Contract shall not exceed \$250,000.00. This amount consists of \$0 in State funds and \$93,101.97 in FVPSA funds (CFDA # 93.671). (If more than one federal funding source, list the name, amount and CFDA # of each federal source of funding.)

There are no matching requirements from the Grantee.

The Grantee's matching requirement is \$18,620.39 which shall consist of:

Cash

In-kind

Cash and/or In-kind

The contributions from the Grantee shall be sourced from non-federal funds.

6. **Statement of No Overdue Tax Debts:** The Grantee's sworn written statement pursuant to N.C. Gen. Stat. § 143C-6-23(c), stating that the Grantee does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, State, or local level, is attached as Attachment E. The Grantee acknowledges that the written statement must be filed before the Division may disburse the grant funds.
7. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Division upon termination of this Contract.
8. **Grants:** The Grantee shall ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards, responsibilities, and obligations of this Contract.
9. **Reporting Requirements:** The Division has determined that this Contract is subject to the reporting requirements described on the attached Notice of Certain Reporting and Audit Requirements, Attachment D.

10. **Payment Provisions:**

Upon execution of this Contract, the Grantee shall submit to the Division a monthly reimbursement request and, upon approval by the Division, receive payment within 30 days. If this Contract is terminated, the Grantee shall complete a final accounting report and return any unearned funds to the Division within 60 days of the contract termination date. The Division shall have no obligation for payments based on expenditure reports submitted later than 60 days after termination or expiration of the contract period.

Upon execution of this Contract, the Grantee may request and, upon approval by the Division, receive an advance of no more than two months' operating expenses plus start-up expenses if approved by the Division. The advance for start up expenses is limited to the amount to be expended within the two-month period. Monthly payment shall be made based on actual expenditures made in accordance with the approved budget on file with both parties and reported on the monthly expenditure report submitted by the Grantee. The original expenditure report shall be submitted to the Division Contract Administrator. The Division will analyze the cash needs of the Grantee no less often than every three months. If the Division determines that the advance exceeds the financial needs of the Grantee based on actual monthly expenditures, the excess advance will be reduced from a subsequent month's expenditure report/reimbursement. Any State funds advanced to the Grantee must be returned or settled no later than June 18 of the year in which this Contract terminates, or the Grantee may request that the outstanding advance of State funds be deducted from the May expenditure report to be reimbursed during June. If the expenditure report is not sufficient in amount to cover the advance settlement, a check representing the difference must be attached to the report. The Division must receive this report no later than June 18. The Grantee shall have up to 60 days for close out of non-State funds, completion and submission of the final monthly expenditure report related to this contract period. The Division shall have no obligation for payments based on expenditure reports submitted later than 60 days after termination or expiration of the contract period. However, if federal funds have been approved for an advance, any excess or unearned federal funds advanced must be returned to the Division no later than the expiration date of the contract or settled with the submission of the final expenditure report. If this Contract is terminated prior to the end of the contract period, the Grantee is required to settle or return any State funds advanced within 60 days of the termination date or June 18, whichever occurs first. If the contract extends beyond June 30, a settlement of state funds can be made during the subsequent month of July and settlement of these State funds must occur at the end of the contract period, or by June 18 of the following year, whichever occurs first. All payments are contingent upon fund availability.

Upon execution of this Contract, the Grantee shall submit to the Division Contract Administrator a monthly reimbursement request for services rendered the previous month and, upon approval by the Division, receive payment within 30 days. The Division must make all payments to the Grantee by June 30. Therefore, the Grantee shall submit any adjusted reimbursement request for services, the final request for reimbursement and return any unearned funds, relating to this contract period, to the Division no later than June 18 of the current state fiscal year. The Division shall have no obligation for payment of reimbursement request received later than June 18. If this Contract is terminated prior to the original end date, the Grantee is required to submit a final reimbursement report and to return any unearned funds to the Division within 60 days of the contract termination date or no later than June 18. All payments are contingent upon fund availability.

As provided in N.C. Gen. Stat. § 143C-6-21, this Contract is an annual appropriation of \$100,000 or less to or for the use of a nonprofit corporation, and payment shall be made in a single annual payment.

Upon execution of this Contract, the Division shall issue quarterly distributions of grant funds to the Grantee in

accordance with state law and procedures.

11. **Contract Administrators:** 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. The name, post office address, street address, telephone number, and email address of the Parties’ respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Division:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Barbara B. Smith, FVPSA Administrator NCW&Y Mail Service Center 1320 Raleigh, NC 27699-1320 984-236-0333 Barbara.smith@doa.nc.gov	Barbara B. Smith, FVPSA Administrator NCW&Y Mail Service Center 1320 Raleigh, NC 27699-1320

For the Grantee:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
PAT LAWS Executive Director GASTON COUNTY 128 W. MAIN AVENUE GASTONIA, NC 28052 704-862-6604 pat.laws@gastongov.com	PAT LAWS Executive Director GASTON COUNTY 128 W. MAIN AVENUE GASTONIA, NC 28052

12. **Supplementation of Expenditure of Public Funds:**

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, state, and local public funds that the Grantee otherwise expends for services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee’s total expenditure of other public funds for such services.

13. **Disbursements:**

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Implement adequate internal controls over disbursements;
- b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to ensure that account balance is solvent and reconcile the account monthly.

14. **Outsourcing:** The Grantee certifies that it has identified to the Division all jobs related to the Contract that have been outsourced to other countries, if any. The Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Division.

Instructions: This form should be used with all public sector grants. Document serves as the general terms and conditions; therefore, do not make any changes to sections listed below and delete instructions.

Government Grants

**Attachment A
General Terms and Conditions**

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

(1) "Division" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, agency, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Division" shall mean the entity identified as one of the parties hereto.

(2) "Audit" means an examination of records or financial accounts to verify their accuracy.

(3) "Certification of Compliance" means a report provided by the Division to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Division and copies of the submitted grantee reporting package.

(4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within 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.

(5) "Contract" means a legal instrument that is used to reflect a relationship between the Division, Agency, Grantee, and Subgrantee.

(6) "Fiscal Year" means the annual operating year of the non-State entity.

(7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for General Terms & Conditions – Private Non-Profit Grants (05/12/2016)

Medicare and Medicaid patient services.

(8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

(9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.

(10) "Grantee" is the governmental unit/entity described as the Grantee on page 1 of this Contract.

(11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.

(12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: An individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.

(13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.

(14) "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.

(15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

(16) "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 nonState entities. Both Federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to

N.C. Gen. Stat. § 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs. General Terms & Conditions – Government Grants (05/12/2016) Page 2 of 4

(17) "Subgrantee" has the meaning in N.C. Gen. Stat. § 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government" has the meaning in N.C.G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C.G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee 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 Grantee 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 Grantee 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 or subgrantees 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 or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee'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 Grantee's payment check(s) directly to any person or entity designated by the Grantee, or

(b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee 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 Grantee. 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 Grantee that any such person or entity, other than the Division or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee 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 Grantee in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee 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 Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Division, become its property and the Grantee 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 Grantee shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Grantee's breach of this agreement, and the Division may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. The filing of a petition for bankruptcy by the Grantee 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 Grantee 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 Division and the

Grantee 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 to the Division for the purpose set forth in this Contract.

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, riot, 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 Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business or that are applicable to non-State entities receiving State funds (specifically but not limited to N.C.G.S. Chapter 143C Part 3. and 09 NCAC 03M), including those federal, state, and local agencies having jurisdiction and/or authority. An application funded with the release of Federal or State funds through a grant award does not constitute, or imply, compliance with Federal regulations or State law. Grantees are responsible for ensuring that their activities comply with all applicable Federal regulations and State law.

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

Confidentiality

Confidentiality: Subject to public records laws, any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee 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 Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor and the Division, as the State funding authority, 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 N.C.G.S 147-64.7 and N.C.G.S. 143-49(9).

Record Retention: Records shall not be destroyed, purged or disposed of in violation of North Carolina state agency records retention policies. 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 since 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.

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 Grantee, 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 Grantee.

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.

Time of the Essence: Time is of the essence in the

performance of this Contract.

Care of Property: The Grantee 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 Grantee shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Grantee 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 reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees 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 reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Executive Order 24: By Executive Order 24, issued by Governor Perdue, and N.C.G.S. 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e.,

Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who: (1) have a contract with a governmental agency; or (2) have performed under such a contract within the past year; or (3) anticipate bidding on such a contract in the future. For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and N.C.G.S. 133-32. Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

The Iran Divestment Act: Pursuant to G.S. 147-86.59, any vendor identified as engaging in investment activities in Iran, as determined by appearing on the current Final Divestment List created by the NC State Treasurer as required by G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. Execution of this contract by the undersigned vendor constitutes vendor's certification that (a) Vendor does not appear on the Treasurer's Divestment List found at: <https://www.nctreasurer.com/inside-thedepartment/OpenGovernment/Pages/Iran-DivestmentAct-Resources.aspx>, and (b) that vendor will not utilize any subcontractor that is identified on such list to perform work under this contract.

NC DEPARTMENT OF ADMINISTRATION

ATTACHMENT B

For Internal Review and Completion ONLY

SCOPE OF WORK REVIEW

The Subgrantee has made a written application for the grant which is the subject of this grant contract. Said application is housed in W&Y's EBS grants management system and W&Y has approved a grant award. The application, which contains a narrative of the work and services to be provided, and the approval are hereby incorporated by reference.

BUDGET REVIEW

The Subgrantee will submit a line-item budget and budget narrative through the EBS system. This contract is subject to approval of that budget and budget narrative within EBS.

Instructions: This form should be used with all contracts to assure grantee notification of the reporting and audit requirements contained in N.C. Gen. Stat. §§ 143C-6-22 & 23.

Attachment D
Notice of Certain Reporting and Audit Requirements

Grantee shall comply with all rules and reporting requirements established by statute or administrative rules. For convenience, the requirements of 9 N.C.A.C. Subchapter 3M.0205 are set forth in this Attachment.

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

(a) For the purposes of this Subchapter, there are two 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 grants in an amount less than the dollar amount requiring audit as listed in the Code of Federal Regulations 2 CFR 200.501(a) within its fiscal year. The dollar amount requiring audit listed in 2 CFR 200.501(a) is herein incorporated by reference, including subsequent amendments and editions, and can be accessed free of charge at <https://www.ecfr.gov/>.

(2) Level II - A recipient or subrecipient that receives, holds, uses, or expends grants in an amount equal to or greater than the dollar amount requiring audit as listed in 2 CFR 200.501(a) within its fiscal year. The dollar amount requiring audit listed in 2 CFR 200.501(a) is herein incorporated by reference, including subsequent amendments and editions, and can be accessed free of charge at <https://www.ecfr.gov/>.

(b) Agencies shall require recipients to 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) All 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, which is herein incorporated by reference, including subsequent amendments and editions, and can be accessed free of charge at <https://www.gao.gov/yellowbook>.

(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, which is herein incorporated by reference, including subsequent amendments and editions, and can be accessed free of charge at https://www.ecfr.gov. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

(a) 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.

Notes:

1. For W&Y grant contracts, recipients and subrecipients comply with (b)(1) and (b)(2) of this Rule through the EBS grants management system, and comply with (b)(3) through the annual statistical and performance reporting. Recipients and subrecipients subject to the requirement in (b)(4) submit any required audit reports to their assigned region director.
2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 9 N.C.A.C. 3M.0205 are 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 Office of Budget and Management (OMB) Circular A-87. The cost of any audit not conducted in accordance with this Subchapter is unallowable and shall not be charged to State or Federal grants.
3. The audit requirements in 9 N.C.A.C. Subchapter 3M do not replace a request for submission of audit reports by grantor agencies in connection with requests for direct appropriation of state aid by the General Assembly.

Instructions: Instructions: Grantee should complete this Verification if Division has a copy of the IRS Federal Tax Exempt letter on file (IRS Federal Tax Exempt letter applies when a Contractor qualifies for a non-profit tax exempt status). Grantee should enter appropriate data in blank areas.

**Attachment F
Verification of 501(C)(3) Status**

To: State Division Head and Chief Fiscal Officer

Certification:

We certify that the organization name and that the Internal Revenue Service letter granting Federal Tax-exempt status previously filed with the North Carolina Department of Administration, Division of Division for Women and Youth is still accurate and that our organization remains a certified 501(C)(3) organization.

Signed Statement:

_____(Name of Board Chair) and _____ (Name of Second Authorizing Official), say that we are the Board Chair and _____(Title of Second Authorizing Official), respectively, of _____ (organization name) of _____(City) 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.

Board Chair Signature

Executive Director
[Title of Second Authorizing Official]

NC DEPARTMENT OF ADMINISTRATION

ATTACHMENT G
Certification Regarding Environmental Tobacco Smoke

Public law 103-227, also known as the Pro-Children Act of 1994 (act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grants, contract loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole sources of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 for each violation and / or the imposition an administrative compliance order on the responsible entity.

By signing this certification, the offer or/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

Name of Company:GASTON COUNTY

Name Pat Laws

Title Director - Grants Development & Oversight

Signature of Official Pat Laws

Grant Number #2502NCFVPS _____

State North Carolina

NC DEPARTMENT OF ADMINISTRATION

ATTACHMENT H
Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who received Federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

<i>Pat Laws</i>	Executive Director
Signature	Title
Gaston Co.- The Cathy Mabry Cloninger Ctr.	2/16/2026
Agency/Organization	Date

(Certification signature should be same as Contract signature)

NC DEPARTMENT OF ADMINISTRATION

ATTACHMENT I

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-
Lower Tier Covered Transactions

(Note: The phrase "prospective lower tier participant" means providers under contract with the Department)

1. By signing and submitting this document, **the prospective lower tier participant** is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR, Part 76. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

NC DEPARTMENT OF ADMINISTRATION

ATTACHMENT I

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-
Lower Tier Covered Transactions

1. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower

Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<i>Pat Laws</i>	Executive Director
Signature	Title
Gaston Co.Cathy Mabry Cloninger Ctr.	2/16/2026
Agency/Organization	Date

(Certification signature should be same as Contract signature).

NC DEPARTMENT OF ADMINISTRATION

ATTACHMENT J
Certification Regarding Drug-Free Workplace Requirements

- I. By execution of this Agreement the Contractor certifies that it will provide a drug free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employee about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Contractor's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
 - E. Notifying the Department within 10 days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction;
 - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).
- II. The site(s) for the performance of work done in connection with the specific agreement are listed below:
 - 1. 128 W. Main Ave.

Street Address

Gastonia, NC 28052

City, County, State, Zip Code

NC DEPARTMENT OF ADMINISTRATION

ATTACHMENT J
Certification Regarding Drug-Free Workplace Requirements

1. _____
Street Address

City, County, State, Zip Code

Contractor will inform the Department of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment (Section 4 CFR Part 85, Section 85.615 and 86.620).

Executed By Pat Laws _____ Executive Director
Contractor Authorized Officer

128 W. Main Ave. Gastonia, NC 28052 _____
Address Date

(Certification signature should be same as Contract signature).