



Governor's Institute
on Substance Abuse

**SUBCONTRACT BETWEEN THE GOVERNOR'S INSTITUTE (GI)
AND X**

This independent contractor agreement is hereby entered into between X ("Subcontractor") and the Governor's Institute (GI) (referred to collectively as the "Parties") for the period July 1, 2017 through June 30, 2018.

Subcontractor Contact Information:

Phone #:

Email address:

DMH/DD/SAS- State Contract

GI Staff Contact for scope of work issues and invoices:

1121 Situs Court, Suite 320 Raleigh, NC 27606

Phone

Email:

Scope of the Subcontracted Work

X

Terms of the Subcontract:

The authorized **not to exceed** total for this agreement is **X**. This subcontract's scope of work is funded through GI's subcontract with the Division of Mental Health, Developmental Disabilities and Substance Abuse Services (DMHDDSAS). Therefore, the not-to-exceed amount detailed in this section is contingent upon the Institute's funding from DMHDDSAS. GI reserves the right to modify the terms and/or budget of this agreement accordingly.

All payments will be issued to X and sent to:

X

Address

Address

Conflict of Interest:

Subcontractor shall file with the Governor's Institute anything they feel is a conflict of interest prior to or during the stated subcontract period. This includes but is not limited to other subcontracts with the Governor's Institute and/or their respective funders.

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Creative:

Anything created by the Subcontractor while working on this subcontract will be retained for exclusive future use by the Governor's Institute and the funder(s) of the projects entailed unless otherwise noted. Derivatives of existing products created or added to by the Subcontractor will be considered for future use under the Creative Commons License Attribution Non-Commercial Share Alike (CC- LA-NC-SA) with notation of the funding source.

Reporting Requirements:

Reporting to the Governor's Institute will include but not be limited to the monthly invoices.

Payment Provisions:

Monthly expenditure reports must be submitted to obtain payments. The Subcontractor will be required to keep all receipts associated with program expenditures, to include both personnel and logistical expenses. Monthly subcontractor reimbursement requests are due by the last day of the month (see Invoices section below).

Professional Performance Standards:

As a subcontractor for the Governor's Institute on Substance Abuse the Subcontractor agrees to represent GI and the campaign in the most professional manner possible which involves adhering to the highest standards of collegiality when representing its funding agencies in public venues.

Insurance:

The Subcontractor will provide his/her own business liability insurance as needed to complete the tasks assigned, and will file with the Governor's Institute proof of insurance on an annual basis. If the Subcontractor carries, or is required to carry, Worker's Compensation insurance, the Subcontractor will provide proof of this coverage as well. Certificates of Insurance should list Governor's Institute as an Additional Insured for liability coverage and name GI as the Certificate Holder.

Invoices:

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Invoices are due by the last day of the month with a 5 day grace period. The Governor's Institute exercises a Net 30 payment policy: reimbursement will be issued by the 30th day after the invoice was received. The Governor's Institute will not be able to process any special reimbursement requests. Payments are contingent upon funding from the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services (DMHDDSAS) as stated in the Terms of the Subcontract section above. No payments will be made without a current W-9 on file with the Governor's Institute (Appendix 1). Please address invoices to the attention of the GI staff contact detailed on page 1 of this agreement.

Performance and Default:

If through any cause the Subcontractor shall fail to fulfill in a timely and proper manner the obligations under this agreement, the Governor's Institute shall have the right to terminate this subcontract by giving 30 days' written notice to the Subcontractor and specifying the effective date. In that event, all finished or unfinished deliverable items under this subcontract prepared by the Subcontractor shall, at the option of the Governor's Institute, become its property, and the Subcontractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials.

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.

Certification Regarding Lobbying (For Any Contract Over \$100K)

The Subcontractor 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

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- and submit Standard Form SF-LLL, "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 receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
 4. 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, U.S. 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.

Certification Regarding Environmental Tobacco Smoke (Include or anyone working with children)

Public Law 103-227, Part C-Environmental Tobacco Smoke, 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, 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 grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. 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 per day and/or the imposition of an administrative compliance order on the responsible entity. **The Subcontractor certifies** that it will comply with the requirements of the Act.

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

- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009):
<http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>

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

- G.S. 143-48.5:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-133.3:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- Article 2 of Chapter 64:
http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf

Electronic Copies:

In the event that subcontract signatures are delivered either by facsimile transmission or email-delivery of a ".pdf", both GI and the Subcontractor agree that such signatures shall create a valid and binding agreement of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

The scope of the work and terms of the subcontract are mutually agreed upon as established by the signatures of the Subcontractor and agency herewith:

Sara McEwen, MD, MPH
Executive Director
Governor's Institute
Date: _____

X
x
Date: _____

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