

# North Carolina Human Trafficking Commission

## Agreement of Grant Conditions

This Agreement is made by and between the North Carolina Human Trafficking Commission, hereinafter referred to as the "NCHTC", to include the North Carolina Administrative Office of the Courts, hereinafter referred to as the "NCAOC"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

### A. Federal and State Compliance Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency agrees to comply with all Federal and State statutes, including implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicap, and age.
2. **Political Activity.** The Agency and its employees agree to comply with provisions of Article 5 of Chapter 125 of the General Statutes which limits the political activities of persons in positions that are paid with State funds.
3. **Restriction on Lobbying.** None of the funds under this program shall be used for any activity specifically designed to urge or influence a Federal, State or local elected official to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities.
5. **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to N.C. Gen. Stat §143C-6-22.

### B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supersede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require NCAOC and NCHTC approval via a written addendum to this contract.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written approval of the NCAOC and NCHTC. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the NCAOC and the NCHTC for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract.

4. **Outsourcing.** All work shall be performed in the United States of America. No work shall be outsourced outside the United States of America.
5. **Property and Equipment.**
  - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
  - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the victims services efforts of the Agency for the entire useful life of the property or equipment.
  - (c) **Title Interest.** The NCHTC and NCAOC retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the NCHTC, at its discretion, may take either of the following actions:
    - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or
    - (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the NCHTC or to another Agency, as directed by the NCHTC.
  - (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$500 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the NCHTC.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the NCHTC prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the NCHTC prior to their release. All materials and publications (written, visual, or sound) resulting from grant activities shall contain the following statements: "This project was supported by a grant from the North Carolina Human Trafficking Commission and the North Carolina Administrative Office of the Courts. The opinions, findings, conclusions, and recommendations expressed in this publication or program are those of the author and do not necessarily reflect the views of the North Carolina Human Trafficking Commission or the North Carolina Administrative Office of the Courts."
9. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of funding from the NCHTC shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project. All unexpended grant funds shall be remitted to the NCAOC within thirty (30) days of the project completion date.
10. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body.
11. **Quarterly Reports.** The Agency shall submit quarterly reports to the NCHTC on forms provided by the NCHTC, unless otherwise directed.
12. **Final Report.** A Final Accomplishments Report must be submitted to the NCHTC within fifteen (15) days of completion of the project, on forms provided by the NCHTC, unless otherwise directed.

**13. Out-of-State Travel.**

- (a) General.** All out-of-state travel funded under this contract must have prior written approval by the Executive Director of the NCHTC.
- (b) Requests.** Requests for approval must be submitted to the NCHTC, on forms provided by the NCHTC, no less than thirty (30) days prior to the intended departure date of travel.
- (c) Agency Travel Policy Required.** Maximum allowable travel, lodging, and subsistence expenses are limited to the rates established by the Judicial Branch Travel Policy.
- (d) Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

**14. Conditions for Local Governmental Agencies.**

- (a) Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required.
- (b) Resolution Content.** The resolution must contain an expression of approval of the project and a commitment from the governing body to provide any local funds as indicated in this contract.

**15. Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least two (2) years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

**16. Continued State Funding.**

- (a) State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose.
- (b)** The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.

**17. Performance.** All grants provided by the NCHTC are performance-based and, as such, require that continual progress be made toward providing direct services to victims of human trafficking. Any agency, whose performance is deemed unsatisfactory by the NCHTC, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the NCHTC to reduce or deny future funding.

**18. Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the NCHTC, or otherwise arising between the parties to this contract, shall be referred to the Director of the Administrative Office of the Courts and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by Director of the Administrative Office of the Courts, and shall be final and conclusive for all parties.

**19. NCHTC Held Harmless.**

- (a) For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the NCAOC, the NCHTC, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the NCAOC, the NCHTC, its officers, employees, or

agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

- 20. Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the NCAOC, the NCHTC, or the State to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the NCHTC or until all audit exceptions have been resolved, for such inspection and audit. Pursuant to N.C. Gen. Stat. §147-64.7, the NCAOC, the NCHTC, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
- 21. Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the NCAOC or the NCHTC may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this contract in whole or in part;
  - (b) Withhold funding to the Agency until satisfactory compliance has been attained by the Agency;
  - (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
  - (d) Refer the case for appropriate legal proceedings.
- 22. Cancellation, Termination, or Suspension of Contract.**
- (a) **By the NCAOC or the NCHTC.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the NCAOC or the NCHTC. For noncompliance not indicative of management deficiencies or criminal activity the NCHTC shall give sixty (60) days written notice to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the NCHTC may cancel, terminate, or suspend this contract in whole or in part.
  - (b) **By mutual consent.** The Agency or the NCHTC may terminate this contract by providing sixty (60) days advanced written notice to the other party.
  - (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the NCHTC.
- 23. Completion Date.** Unless otherwise authorized in writing by the NCAOC and the NCHTC, the Agency shall commence, carry on, and complete the project as described in the grant award within one year of the date of this agreement.
- 24. E-Verify requirements.** If this contract is subject to N.C. Gen. Stat. §143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
- 25. Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State.

The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:

- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

**26. Agency Fiscal Year.** The end date for the Agency’s fiscal year is \_\_\_\_\_.

**27. Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

<b>AGENCY PROJECT DIRECTOR</b>		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
<b>AGENCY AUTHORIZING OFFICIAL</b>		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
<b>AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS</b>		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
<b>NCAOC AUTHORIZING OFFICIAL</b>		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER