

REQUEST FOR APPLICATIONS
Respite Services = #09003-21

RFA Posted	February 2, 2018		
Questions Due	February 16, 2018		
Applications Due	March 5, 2018		
Anticipated Notice of Award	April 15, 2018		
Anticipated Performance Period	July 1, 2018- June 30, 2021		
Service	Respite Services		
Issuing Agency	North Carolina Department of Health and Human Services Division of Social Services		
E-mail Applications and Questions to	Melanie Meeks	Email	Melanie.meeks@dhhs.nc.gov

THIS REQUEST FOR APPLICATIONS (RFA) advertises the Division’s need for the services described herein and solicits applications offering to provide those services pursuant to the specifications, terms and conditions specified herein. All applications received shall be treated as offers to contract. If the Division decides to accept an application, an authorized representative of the Department will sign in the space provided below. Acceptance shall create a contract that is effective as specified below.

THE UNDERSIGNED HEREBY SUBMITS THE FOLLOWING APPLICATION AND CERTIFIES THAT: (1) he or she is authorized to bind the named Contractor to the terms of this RFA and Application; (2) the Contractor hereby offers and agrees to provide services in the manner and at the costs described in this RFA and Application; (3) this Application shall be valid for 60 days after the end of the application period in which it is submitted.

To Be Completed By Contractor:

Contractor Name:	Counties to be Served:
Contractor’s Street Address:	E-Mail Address:
City, State & Street Address Zip:	Telephone Number:
Name & Title of Authorized Representative:	DUNS Number:
Signature of Authorized Representative:	Date:

Unsigned or Incomplete Applications Will Not Be Reviewed

NOTICE OF AWARD/FOR NC DHHS USE ONLY: Application accepted and Contract # _____ awarded on _____. The Contract shall begin on _____, and shall terminate on _____.		
By: _____	_____	_____
Signature of Authorized Representative	Printed Name of Authorized Representative	Title of Authorized Representative

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1.0 INTRODUCTION

1.1 PURPOSE

The North Carolina Department of Health and Human Services (NC DHHS), through the Division of Social Services (NC DSS), is seeking applications to develop, operate and/or expand community-based respite services which promote protective factors that strengthen and support families to reduce the risk of child victimization. Respite is a short term service provided in the temporary absence of the regular caregiver to children who are at risk of victimization, who have experienced victimization, and/or who have disabilities, chronic or terminal illness. This service is provided within or outside the child's home and is intended to enable the family to stay together and to keep the child(ren) living at home and in the community.

Applicants will demonstrate the capacity to achieve positive outcomes for children and families in communities with high rates of child victimization and/or other risk indicators associated with the incidence of child victimization. The North Carolina Respite services helps to advance the NCDHHS' vision: *All North Carolinians will enjoy optimal health and well-being.*

1.2 BACKGROUND

Quality, child victimization prevention focused services that strives to strengthen family protective factors offers great promise for improving a child's overall well-being. *North Carolina Respite Services will support community-based programs to provide outreach, support and services to individuals and families identified as being at-risk of compromised health and safety to eliminate or reduce those risks by promoting protective factors that strengthen and support families.* Awards will be awarded throughout the state.

North Carolina Respite Services carry out the mission to prevent child victimization through a spectrum of prevention efforts that include support of community-based programs that provide specialized outreach along with targeted services to children and families at risk of child victimization. Community-based child abuse prevention services utilize a variety of intensive and specialized strategies in their work with children and families.

The mission of NC DSS is to provide family-centered services to children and families to achieve well-being through ensuring self-sufficiency, support, safety and permanency. NC DSS is guided by both federal and state legislation designed to protect children and strengthen safe, stable, nurturing families.

Respite is a short term service provided in the temporary absence of the regular caregiver to children who are at risk of victimization, who have experienced victimization, and/or who have disabilities, chronic or terminal illness. This service is provided within or outside the child's home and is intended to enable the family to stay together and to keep the child(ren) living at home and in the community. Respite programs in this RFA will be offered in the county(ies) proposed in selected applications.

The outcomes to be measured include families demonstrating improvement of protective factors, including parental resilience, social connections, concrete supports, knowledge of parenting and child development, and social and emotional competence of children.

1.3 Letter of Intent and Questions

All applicants must submit a signed letter of intent on applicant's letterhead via email to Melanie Meeks at melanie.meeks@dhhs.nc.gov by **February 16, 2018**. In addition, the letter must include the following information:

- Legal name of the agency or organization;
- Mailing address, phone number, and fax number of the agency or organization;
- Intent to respond to this RFA;
- Name, title, and email address of the person who will coordinate application submission.

Applicants will be able to submit questions regarding the RFA by **February 16, 2018 at 5:00 p.m.** to Melanie Meeks at melanie.meeks@dhhs.nc.gov. Questions shall only be accepted via email for tracking purposes. Please send questions as soon as possible for due consideration. Answers to all questions received will be posted by **February 23, 2018** on the NC DSS public notice site: <http://www2.ncdhhs.gov/dss/pubnotice/>.

1.4 Technical Assistance Webinar

NC DSS will sponsor a technical assistance webinar to discuss the application in greater detail on **February 12, 2018 from 1 pm to 2:30 pm**. Registration for the webinar can be accessed through the following link: <https://attendee.gototraining.com/r/7841708521706558722>. After registering, you will receive a confirmation email containing information about joining the training. **Participation in the technical assistance webinar is not required, but is highly encouraged.**

2.0 ELIGIBILITY

Any tribal government, community-based, public or private nonprofit, tax-exempt organization (including faith-based), school system or local government agency that is duly incorporated and registered under North Carolina Statutes is eligible to apply provided they meet the following requirements:

- Applicants have completed registration with the Secretary of State. For more information, visit: <https://www.secretary.state.nc.us/corporations/feenpc.aspx>.
- Applicants and subcontractors must follow E-Verify requirements found in HB786 (<http://www.ncga.state.nc.us/gascripts/BillLookUp/BillLookUp.pl?Session=2013&BillID=hb+786>). This requires contractors and the contractor's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the General Statutes (http://www.ncleg.net/EnactedLegislation/Statutes/HTML/ByArticle/Chapter_64/Article_2.html).
- Applicants' Internal Revenue Service (IRS) exemption letter must be current within five years.
- Applicants' Employer Identification Number (EIN), IRS tax exemption status documents, and registration with the Secretary of State must be consistent with both the name of agency and the EIN provided.

Applicants that receive this award for respite services will also be subject to a pre-award risk assessment, per CFR Title 2 200.205: http://www.ecfr.gov/cgi-bin/text-idx?SID=9488ab373262441562fad70c1c91ddfc&node=se2.1.200_1205&rgn=div8.

NC DSS is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and, therefore, must ensure that all contractors are in compliance with HIPAA. Applicants that receive this award must provide verification that they have and are implementing policies and procedures which address

HIPAA requirements, specifically protected health information and breach of confidentiality. Please refer to this link for more information: <http://hipaa.dhhs.state.nc.us/hipaa2002/whatishipaa/whatishipaa.html>.

3.0 AWARD INFORMATION

All applications received by the deadline will be forwarded to the award review committee which will review, score and rank the applications with the requirements listed in Section 5.1 to be used as factors in the award process. Nothing may be added to or removed from any application after it has been submitted. Although a primary factor, score alone will not be the sole determinant for awards. NC DSS staff will consider overall factors, including prior and current program performance and compliance, when determining final award decisions.

NC DSS anticipates posting award notices on the NC DSS public notice site by **April 15, 2018** at <http://www2.ncdhhs.gov/dss/pubnotice/>. Awards will be deemed final. There are no protest rights from an RFA as the NC DHHS Procurement and Contract manual states: “The funding agency reserves the unqualified right to reject any or all offers if determined to be in its best interest”.

Respite Services annual allocation is \$400,000 for up to 10 awards of \$40,000 each.

The term of any resulting award is anticipated to be three years, from July 1, 2018 until June 30, 2021.

The initial contract period will be for one year, from July 1, 2018 until June 30, 2019. Contract renewal will be required for state fiscal years 2019-2020 and 2020-2021 and will be based on availability of funding, contractor performance and contractual compliance. No carryover of unexpended funds is allowed from one fiscal year to another.

Award amounts do not require a local match. Funds are generally distributed on a reimbursement after expenditure basis, although contractors may receive advance payments if they meet certain criteria as outlined in CFR Title 2 200-305: http://www.ecfr.gov/cgi-bin/text-idx?SID=776e0da330f96c495cf0ecdba89f44e1&node=se2.1.200_1305&rgn=div8. Funds from this award may not be used to supplant other funds.

3.1 Source of Funds and Pass Through Requirements

Federal Award Identification Number: 1701NCFPSS

Federal Award Date: FFY 2017

Subaward Period of Performance: July 1, 2018- June 30, 2021

Amount of Federal Funds Obligated by this Action: \$400,000

Total Amount of Federal Funds Obligated to the Subrecipient: \$40,000

Total Amount of the Federal Award: \$10,029,933

Federal Award Project Description: Promoting Safe and Stable Families

Federal Awarding Agency: Administration for Children and Families

Pass-through Entity: NC Department of Health and Human Services, Division of Social Services

DUNS #: Reserved

CFDA Number: 93.556

CFDA Name: Promoting Safe and Stable Families

Is award R&D: No

3.2 Federal Funding Accountability and Transparency act (FFATA)

As a subrecipient of federal funds, each selected grant recipient will be required to provide certain information required by the Federal Funding Accountability and Transparency Act (FFATA), including the organization's DUNS number. Please see <https://fedgov.dnb.com/webform> for free registration. Additional information about FFATA is available at <https://www.fsr.gov/>.

3.3 Governing Legislation and Funding Sources

The mission of NC DSS is to provide family-centered services to children and families to achieve well-being through ensuring self-sufficiency, support, safety and permanency. NC DSS is guided by both federal and state legislation designed to protect children and strengthen safe, stable, nurturing families. As such, the following federal and state requirements govern the administration of PASS:

Adoption and Safe Families Act (ASFA) of 1997

On November 19, 1997, the President signed into law (P.L. 105-89) the Adoption and Safe Families Act of 1997, to improve the safety of children, to promote adoption and other permanent homes for children who need them, and to support families. ASFA recognized that innovative approaches are needed to achieve the goals of safety, permanency, and well-being and provided a funding mechanism allowing greater flexibility to develop community-based strategies to achieve positive results for families.

Promoting Safe and Stable Families Amendments (PSSF) of 2001 and The Child and Family Services Improvement and Innovation Act (P.L. 112-34)

The purpose of this program is to enable States to develop and establish, or expand, and to operate coordinated programs of community-based family support services, family preservation services, time-limited family reunification services, and adoption promotion and support services to accomplish the following objectives:

- To prevent child maltreatment among families at risk through the provision of supportive family services.
- To assure children's safety within the home and preserve intact families in which children have been maltreated, when the family's problems can be addressed effectively.
- To address the problems of families whose children have been placed in foster care so that reunification may occur in a safe and stable manner in accordance with the Adoption and Safe Families Act of 1997.
- **To support adoptive families by providing support services as necessary so that they can make a lifetime commitment to their children.**

Community-Based Child Abuse Prevention (CBCAP)

This program provides funding and guidance to States to develop, operate, expand, and enhance community-based, prevention-focused programs and activities designed to strengthen and support families to prevent child victimization. The program was reauthorized, amended and renamed as part of the CAPTA amendments in 2003. The Child Abuse Prevention and Treatment Act (CAPTA) is one of the key pieces of legislation that guides child protection. CAPTA, in its original inception, was signed into law on January 31, 1974 (P.L. 93-247). It was reauthorized in 1978, 1984, 1988, 1992, 1996, and 2003, and with each reauthorization, amendments have been made to CAPTA that have expanded and refined the scope of the law. CAPTA was most recently reauthorized on December 20, 2010, by the CAPTA Reauthorization Act of 2010 (P.L. 111-320). To receive these funds, the

Governor must designate a lead agency to receive the funds and implement the program. NC DSS is the state lead designee and uses the CBCAP conceptual framework to guide prevention services. Some of the core features of the program include:

- Federal, State, and private funds are blended and made available to community agencies for child victimization prevention activities and family support programs.
- An emphasis on promoting parent leadership and participation in the planning, implementation, and evaluation of prevention programs.
- Interagency collaborations with public and private agencies in the States to form a child abuse prevention network to promote greater coordination of resources.
- Funds are used to support programs such as voluntary home visiting programs, parenting programs, family resource centers, respite and crisis care, parent mutual support, and other family support programs.
- An emphasis on promoting the increased use and high quality implementation of evidence-based and evidence-informed programs and practices.

A focus on the continuum of evaluation approaches which use both qualitative and quantitative methods to assess the effectiveness of the funded programs and activities.

4.0 DEFINITIONS, ACRONYMS AND ABBREVIATIONS

RFA	Request for Application
DUNS #	Data Universal Number System number
SAM	System for Award Management
DHHS	Department of Health and Human Services
DSS	Division of Social Services
HIPAA	Health Insurance Portability and Accountability Act
CFDA	Catalogue of Federal Domestic Assistance
FFATA	Federal Funding Accountability and Transparency Act
CSSP	Center for the Study of Social Policy
OMB	Office of Management and Budget

Activities (sometimes referred to as outputs, services, objectives) This is the portion of your logic model where you describe the services your consumers will receive. What are the activities provided that are directly linked to the outcomes that you wish to achieve?

Annual rate of child victimization The annual rate of child victimization (per 1,000 children) is calculated by dividing the number of children with substantiated victimization by the estimated number of children living in a county. The number of children reported for victimization is drawn from the Management Assistance website. It represents a count of the number of unique children – based on having a different or unique SIS ID – reported for victimization during a state fiscal year. The number of children with substantiated victimization can be calculated by adding the number of children with findings/decisions of “abuse and neglect,” “abuse,” “neglect,” “dependency,” and “services needed” The state-level data can be found at <http://sasweb.unc.edu/cgi-bin/broker? service=default& program=cwweb.tbReport.sas&county=Alamance&label=County &type=RCHI LD&fn=ALL&vtype=xfind&format=html&entry=11>. The population is based on estimates provided by the U.S. Census Bureau. The Census Bureau periodically provides an updated population estimate of each county’s population. The estimates are available for different groups in the population, including individuals age 17 and younger. Information on the population estimates can be found at <http://www.census.gov/popest/estimates.html>.

Assumptions (sometimes referred to as underlying theory, rationale) The services you offer should be based on what is known to be effective. What assumptions are you making that suggest your services will bring about the

desired outcomes, with the population you serve? The assumptions are the product of your research and demonstrate your knowledge of what has worked in the past for similar services serving similar populations.

Continuous Quality Improvement (CQI) Continuous Quality Improvement activities ensure that services are systematically and intentionally increasing positive outcomes for the families they serve. It is an ongoing process that involves:

1. Collecting data

- formally, through outcome and implementation evaluation activities, focus groups, needs assessments, self-assessment, peer review, and study of research findings.
- informally, through self-reflections and direct or indirect feedback from participants, staff, funders, and other stakeholders.

2. Reviewing and analyzing data

- formally, in the course of staff supervision, full staff meetings, board meetings
- informally, through daily discussions with staff and participants and self-assessment of job performance
- Case record reviews and document reviews

3. Adjusting practices based on findings

- formally, at the agency level by adopting new practices, services, policies, and procedures based on findings
- informally, by making personal adjustments to improve job performance

Core Components (sometimes referred to as key elements or active ingredients) These are the key services or activities of an evidence-based service that have been demonstrated or are believed, based on service theory, to lead to the identified service outcomes. These components must remain intact during any implementation of that service.

Evidence-Based Practices These are approaches to prevention or treatment that are validated by some form of documented scientific evidence. This could be findings established through scientific research, such as controlled clinical studies, but other methods of establishing evidence are valid as well. There are different types of evidence based practices; these include “supported” or “well-supported,” based on the strength of the research design.

Evidence-Informed Practices use the best available research and practice knowledge to guide service design and implementation within context. This informed practice allows for innovation and incorporates the lessons learned from the existing research literature.

Implementation Plan This plan serves as the template for a service manual and documents key service components and specifies activities, resources, staff training, and evaluation components, among other things.

Indicators Indicators answer the question: What is it that tells someone that an outcome has been achieved? Indicators are concrete, specific descriptions of what will be measured to judge a service’s success. An indicator can include the number or percentage of participants projected to achieve the outcome.

Logic Model A logic model is a map of the service. It is a simple, logical illustration of what the service does, why the service does it, and how observers will know if the service is successful. There is a wide variety of logic model formats, but most have the same key components. The elements of a logic model will become clearer as you go through the logic model building process. Although the process is laid out step by step, you will need to make sure that decisions made in later steps still match choices you made earlier in the process.

Outcomes (sometimes referred to as goals, objectives) If the service is successful in providing services, what changes will service participants experience? Generally, outcomes describe who... will do... what as a result of service services. Outcomes can be short-term, usually changes in attitude, beliefs, and knowledge; intermediate, which can be developing and practicing new skills; or long-term, including permanent changes at an individual level or changes that create an impact on larger social structures.

Inputs Inputs detail what the service needs to provide services. Is it food for a parent education group? A curriculum? Does the staff need any specialized training? Will child care, transportation, or a meeting space need to be provided? Think of this as a budget justification.

Target Population (sometimes referred to as participants, consumers, audience) This is a description of the population the service serves or plans to serve. As specifically as possible, identify the people who will receive the services.

Theory of Change specifies clearly identified outcomes and describes the activities that are related to those outcomes. This is represented through a program logic model or conceptual framework that depicts the assumptions for the activities that will lead to the desired outcomes.

**Definitions taken from the FRIENDS National Center for Community-Based Child Abuse Prevention website.*

5.0 SCOPE OF WORK

5.1 Programmatic Requirements and Priorities

North Carolina Respite Services carry out the mission to prevent child victimization through a spectrum of prevention efforts that include support of community-based programs that provide specialized outreach along with targeted services to children and families at risk of child victimization. Community-based child abuse prevention services utilize a variety of intensive and specialized strategies in their work with children and families.

North Carolina Respite Services applicants shall meet ***all*** of the following requirements to be eligible for funding (*a detailed description of each requirement is provided on the subsequent pages*):

1. Provide services based on the Principles of Family Support Practice.
2. Demonstrate a commitment to meaningful parent engagement and leadership opportunities.
3. Provide preventive service that targets populations most at risk of child abuse or neglect.
4. Promote the five protective factors linked to lower incidence of child victimization.
5. Provide a service that demonstrates an acceptable level of emerging evidence.
6. Achieve positive outcomes for children and families through the use of outcome accountability and evaluation tools.

1. Principles of Family Support Practice

Family Support is based on the premise that primary responsibility for the development and well-being of children lies within the family, and communities must support families as they raise their children. Family Support services include a broad array of activities designed to strengthen families, helping parents to raise their children successfully, become self-sufficient, and take an active role in their communities. *Applicants are required to demonstrate how they will model the following principles of family support.*

1. Staff and families work together in relationships based on equality and respect.
2. Staff enhances families' capacity to support the growth and development of all family members - adults, youth, and children.
3. Families are resources to their own members, to other families, to programs, and to communities.
4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.
5. Programs are embedded in their communities and contribute to the community-building process.
6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.
7. Practitioners work with families to mobilize formal and informal resources to support family development.
8. Programs are flexible and continually responsive to emerging family and community issues.
9. Principles of family support are modeled in all program activities, including planning, governance, and administration.

2. Parent Engagement and Leadership

Developing strong relationships between parents, caregivers and staff is an essential ingredient in the service's ability to connect with parents. When parents and other caregivers feel valued and supported in the context of a learning relationship, the likelihood of their taking responsibility for and making use of new information increases. *Applicants must demonstrate* how staff will work proactively with families who are isolated or seem most in need of encouragement and support, drawing them into the social networks and activities available. North Carolina Respite contractors are expected to convey a clear message that parents and caregivers are an important and valued part of their children's lives and their community.

Applicants are also required to demonstrate how they will include opportunities for parents and other caregivers to contribute to service planning, governance, and administration. Parents play an essential role in improving the quality of services and offer unique perspective as consumers. Meaningful involvement of families ensures the services being delivered actually meets the community's needs. Applicants should clearly demonstrate how they plan to engage, recruit and retain the parent leaders.

3. Levels of Prevention and Target Populations

Respite services can be primary, secondary, or tertiary prevention services. These levels are defined as follows:

- **Primary Prevention** activities are directed at the general population and attempt to stop victimization before it occurs. All members of the community have access to and may benefit from these services. Primary prevention activities may also seek to raise the awareness of the general public, service providers, and decision-makers about the scope and problems associated with child victimization.
- **Secondary Prevention** activities with a high-risk focus are offered to populations that have one or more risk factors associated with child victimization, such as poverty, parental substance abuse, young

parental age, parental mental health concerns, and parental or child disabilities. Services may target communities or neighborhoods that have a high incidence of any or all of these risk factors.

- **Tertiary Prevention** activities are offered to populations that are already involved in the child welfare system.

Applicants will need to demonstrate that they intend to **target one or more** of the following population(s) *if* they are providing **secondary and tertiary** prevention services:

- Families and children living in poverty
- Parents/caregivers abusing substances
- Young parents and/or parents of young children (0-5) (*ALL family members will be referred for appropriate services, if a need arises, including those children beyond the targeted age range of 0-5 years*).
- Single parents/caregivers
- Families experiencing domestic violence
- Parents/caregivers and/or children with special needs
- Fathers, non-custodial parents and parent companions
- Military families

In addition, Respite applicants, in compliance with the CAPTA reauthorization, will be required to speak to outreach services to tribal populations and families experiencing homelessness with the goal of ensuring they are aware, can access, and feel welcome to participate in child victimization prevention services. The definition of homelessness is provided through the following link: <http://hudhre.info/>. Examples of outreach include, but are not limited to:

- Coordination with local youth homeless shelters
- Outreach and resource information provided to schools, faith-based organizations, clinics, crisis nurseries, homeless shelters, and domestic violence shelter who may already be serving these populations
- Shared training between community-based agencies
- Removing barriers that may prevent these populations from accessing services

4. Promoting Protective Factors

NC DSS is committed to achieving safety, permanency and well-being for North Carolina's children and their families. Research and initiatives suggest that a Strengthening Families Protective Factors Framework can significantly reduce incidences of childhood victimization and trauma. The Strengthening Families Framework is an intentional focus on family development and optimal child development that identifies the following five protective factors which are relevant for the continuum of child welfare services.

- **Parental Resilience**

A parent's ability to effectively cope with the various challenges of parenting and everyday life and their ability to overcome life's challenges. Examples include services that help caregivers establish relationships with friends, family, and professionals that provide on-going encouragement and knowledge of accessible community resources.

- **Social Connections**

Positive relationships with friends, family members, neighbors, and others who can provide concrete and emotional support to parents and caregivers. Examples include services that strengthen informal and formal support mechanisms for families.

- **Knowledge of Parenting and Child Development**
Accurate information about raising children and appropriate expectations for their behavior. Examples include parenting education through parent support groups, facility based education classes, or home visitation.
- **Concrete Support in Times of Need**
Support and services within the community which can include financial, transportation, and food assistance, job training, and/or mental health services. Examples include services that provide immediate and accessible resources or support to families in crisis.
- **Children’s Social and Emotional Development**
A child’s ability to effectively interact with others positively and articulate their feelings. Examples include services that provide children and caregivers a safe and nurturing place to “practice” normal roles and behaviors, thus strengthening a positive parent-child relationship.

The Strengthening Families Framework™ identifies seven key strategies that exemplary services use in their work to build protective factors with families. While the strategies themselves are consistent across many different kinds of services, the way in which a service implements the strategies may vary. To find out more information on the seven strategies, please utilize this link: <http://www.cssp.org/reform/strengthening-families/basic-one-pagers/Strengthening-Families-for-Practitioners.pdf>

Respite contractors will be required to complete the Strengthening Families™ Program Self-Assessment within the first quarter of the contract period. This self-assessment helps programs determine how well they are implementing strategies to strengthen families. It is based on findings from a national study that identified exemplary programs across the country, and it allows all programs to compare their practices with those of the exemplary programs to identify areas for improvement. The self-assessment outlines how the protective factors can be supported through small but significant changes in program practice.

Respite services have the potential to impact all five protective factors and services shall measure all five of them using the retrospective Protective Factors Survey; however, services will only be required to select and report outcomes for the two to three protective factors based on their program model. These and other standardized outcomes are explained in more detail in the “Outcome Accountability and Evaluation” section of this RFA.

5. Emerging Evidence

While Respite services have not been identified as evidence-based or evidence-informed, they are a preventative strategy that strengthens families, protects their health and well-being, and allows their children to remain at home and in the community. Respite is an important component of a comprehensive continuum of child victimization prevention services.

Planned respite models include, but are not limited to:

- In-home respite with trained professionals or volunteer providers;
- Out-of-home (child care centers, schools, family care home, hospitals, or specific respite facility) also using trained or volunteer providers;
- Periodic respite (churches, community centers or other community-based organizations that support periodic respite events);
- Summer camps, recreational or after-school services

Crisis respite is temporary emergency care for children, available anytime of the day or night, when families are facing a crisis and no other safe child care options are available.

As respite has been determined to be a critical service, there is some emerging evidence that demonstrates its positive impact on children and their families. Applicants must speak to emerging evidence in their application. Resources include:

- ARCH National Resource Center <http://www.archrespite.org/>
- Child Welfare Information Gateway www.childwelfare.gov/topics/preventing/prevention-programs/respite
- FRIENDS National Center for Community-Based Child Abuse Prevention <https://friendsnrc.org/2-uncategorised/18-cbcap-priority-areas>
- Evidence-Based and Evidence-Informed Program descriptions classified by CBCAP evidence-based and evidence-informed categories <https://friendsnrc.org/evidence-based-practice-in-cbcap/types-of-evidence>

Evaluating and Reporting Outcomes: a Guide for Respite and Crisis Care Program Managers (2002), can assist applicants, providing both planned and crisis respite, to demonstrate their services are achieving outcomes related to the improvement of quality of life and related to saving tax-payer dollars on more costly interventions such as foster care, nursing homes, or other institutional care. This resource can be found at <http://www.archrespite.org/program-evaluation>.

All applicants shall complete the Implementation Plan, the link for which is located in Appendix B.

6. Outcome Accountability and Evaluation

Applicants must demonstrate the capacity to achieve positive outcomes for children and families who participate voluntarily in their services. The process of having applicants develop and utilize a logic model guides applicants towards greater outcome accountability. Outcome accountability is demonstrating that the expenditure of staff time, funding, and other resources result in tangible positive changes for children and families. The logic model should be the applicant's 'drawing board' for planning services and linking those services to outcomes.

In order to support outcome accountability and provide a framework for outcome evaluation, NC DSS **requires applicants** to utilize the FRIENDS Evaluation toolkit in the development of a required logic model: <http://friendsnrc.org/evaluation-toolkit>

The toolkit is comprised of four components:

1. **Building Your Evaluation Plan** – assists services with a general understanding of outcome evaluation
2. **Logic Model Builder** - guides users as they create their own logic model
3. **Outcomes and Indicators**- a menu of common Protective Factor linked outcomes and indicators
4. **Annotated Measurement Tools** – a listing of commonly used tools to measure outcomes in prevention services

NC DSS highly encourages applicants to access the Logic Model training (assessable through the following link (<https://friendsnrcelearning.remote-learner.net/>) prior to drafting their logic model.

NC DSS has a **shared vision** that **shall be used for all respite applicants** when completing the logic model builder: **Families have enhanced capacity to provide for their children's educational, physical and emotional needs, and children have opportunities for healthy social and emotional development.**

Specific population, inputs (resources), outputs (service strategies) and assumptions will be determined by applicants. **Please specify the # of caregivers and # of children to be served, and only report outcomes on families who are served with NC DSS funds from this award.**

1. Applicants should select 2-3 outcomes, indicators and measurement tools relating to the protective factors that fit best with their program model: For example:
 - “Families will report 50% improvement in parental resilience as measured by the family functioning subscale of the retrospective Protective Factors Survey administered after receiving respite services.”
 - Families will report 50% improvement in social connections as measured by the social/emotional support subscale of the retrospective Protective Factors Survey administered after receiving respite services.
2. Applicants should also develop at 1 - 2 outcomes, indicator and measurement tool which measures how their specific service will prevent child victimization and/or out-of-home placement.

Each logic model should contain a total of 4 outcomes with indicators and measurement tools.

Please note: Outcomes will only be measured for families that receive a minimum of two intervals of respite totaling 12 or more hours of service, however all families served must be entered into the Protective Factors Survey database.

Once you have developed your logic model in the logic model builder, please transfer the data to the logic model form (Appendix E), which can be adjusted as needed, but should remain one page. The narrative portion of this section must expand upon the information listed in the Logic Model.

5.2 Contractor Responsibilities

Contractors shall document for all staff and volunteers having direct contact with children or families on an ongoing basis, completion of a criminal history background check. This check should also include a check of the National Sex Offender Registry. Any prior felony convictions or other abnormalities must have written evidence of supervisory review and acknowledgement, which justifies employment. This documentation shall be kept within the volunteer or employee personnel file and will be subject to review during an on-site monitoring visit.

5.3 Performance Standards and Expectations

In addition to all of the programmatic requirements and priorities, all direct service staff and their supervisors budget who have not already done so shall complete the following trainings:

- *Connecting with Families: Family Support in Practice* – a free, six-day specialized curriculum for family support workers provided by NC DSS. ***This training shall be completed by all required staff within twelve months of the beginning of the contract period or their date of hire.***
- The National Alliance of Children’s Trust and Prevention Funds (Alliance) free, online training course called *Strengthening Families™ Protective Factors Framework in Multiple Settings: Bringing the Protective Factors Framework to Life in Your Work – A Resource for Action* <http://ctfalliance.org/onlinetraining.htm>. ***This training shall be completed by all required staff within six months of the beginning of the contract period or their date of hire.***
- Contractors will be required to participate in a peer review process once during the 3-year grant cycle. This process is meant to be used as a continuous quality improvement strategy to enhance service delivery and is not part of contract monitoring.

Contractors will also be required to participate in additional training, technical assistance and peer networking opportunities that may be provided through NC DSS if awarded funding.

5.4 Reporting Requirements

If awarded funding, the following are required reporting for all contractors:

Monthly:

- DSS-1571 III Administrative Costs Report, by the 10th of each month. Contractors with subcontract(s) must include monthly 1571 Report(s) and supporting general ledger documentation completed by the subcontractor(s). 1571 Report(s) must be submitted monthly even if no costs are incurred.

Quarterly:

- Completed Performance Status Reports by October 15th, January 15th and April 15th. These reports will include data on program activities, outputs and outcomes.

Annually:

- Completed Performance Status Reports by July 31th. These reports will include cumulative end-of-year data on program activities, outputs and outcomes.
- NC State Auditors GS 143-6.22&23 Grant Compliance Report:
<http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=143c>
- Maintain an active record in the federal government's System for Award Management (SAM) which now contains data previously entered in Central Contractor Registration (CCR) System. To update the record in SAM, contractors must log in at the SAM home page: <https://www.sam.gov/portal/SAM/##11#1#>
- Federal Funding Accountability and Transparency Act (FFATA) Data Reporting Requirement form due within 10 days upon request by the NC DSS.
- NC Grants Compliance Reporting due annually for non-governmental organizations:
<https://www.ncgrants.gov/PublicReportsRegulations.jsp>

5.5 Contractor Qualifications and Capacity

SEE SECTION 13.5

6.0 DIVISION RESPONSIBILITIES

6.1 Performance Oversight

The Contract Administrator reviews all contractors' 1571s for accurate, allowable and reasonable costs and the State Auditors' non-compliance list is reviewed to ensure all G.S. 143-6.22&23 reporting requirements are being fulfilled by the contractor. If applicable, monthly service reports or database entries are reviewed to ensure participants are enrolled and service activities have been implemented. Ongoing telephone and e-mail monitoring is documented by the Contract Administrator when it pertains to possible contractual non-compliance issues.

When each quarter of the contract year is complete, contractors submit a Performance Status Report. After the first quarter, a conference call is conducted between the Contract Administrator and contractor staff to review the contractor's report and ensure that required components of services, accurate monthly reporting, and fiscal procedures are being implemented and baseline data is being compiled to fulfill the evaluation plan of the contract.

For announced on-site monitoring reviews, the Contract Administrator sends a formal written notification to the contractor approximately 30 days prior to the scheduled review date. A preliminary site visit report is discussed and completed at the end of the on-site monitoring review. Areas concerning services, fiscal management, compliance requirements, personnel, safety, organizational capacity, subcontract services and evaluation are also reviewed to confirm contractual compliance during the on-site review. The CFR Title 2 Part 200 specifies federal areas of compliance: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

Within 30 days of an on-site monitoring review, the Contract Administrator sends a formal written monitoring report letter to the contractor which contains findings if corrective action is needed. If the contractor remains in non-compliance status, the contract may be terminated due to failure to meet the terms and conditions of the contract.

Contractors will be monitored at least once during an award cycle once baseline data is collected, unless other requirements for frequency take precedence. In addition, NC DSS reserves the right to conduct unannounced on-site monitoring reviews. The NC DSS monitoring plan can be found at <http://www2.ncdhhs.gov/dss/Monitoring/>.

7.0 TERM OF CONTRACT, OPTIONS TO EXTEND

The term of any resulting award is anticipated to be three years, from July 1, 2018 until June 30, 2021.

The initial contract period will be for one year, from July 1, 2018 until June 30, 2019. Contract renewal will be required for state fiscal years 2019/2020 and 2020/2021 and will be based on availability of funding, contractor performance and contractual compliance. No carry-over of unexpended funds is allowed from one fiscal year to another.

8.0 INVOICING AND REIMBURSEMENT

Upon execution of this contract, the Contractor shall submit to the NC DSS Contract Administrator, one original signed in blue ink and two signed copies of the DSS-1571 III Administrative Costs Report by the 10th of each month for services rendered the previous month and, upon approval by the Division, receive payment within 30 days. The 1571 reports must be accompanied by one copy of supporting general ledger documentation. Invoices must be submitted even when no services are provided in a given month. Failure to submit monthly reports will delay receipt of reimbursement. The Division has determined that this contract is a financial assistance contract. Therefore, the contract will be reimbursed based on actual expenses, subject to the approved budget, submitted on the DSS-1571 invoice, not to exceed the contract amount.

9.0 THE SOLICITATION PROCESS

The following is a general description of the process by which agencies or organizations will be selected to complete the goal or objective.

1. RFAs are being sent to prospective agencies and organizations.
2. Written questions concerning the RFA specifications will be received until the date specified on the cover sheet of this RFA. A summary of all questions and answers will be posted on the RFA web site.
3. Applications will be received from each agency or organization. The original must be signed and dated by an official authorized to bind the agency or organization.
4. All applications must be received by the funding agency not later than the date and time specified on the cover sheet of the RFA. Faxed applications will not be accepted.
5. At that date and time the applications from each responding agency and organization will be logged in.
6. At their option, the evaluators may request additional information from any or all Contractors for the

purpose of clarification or to amplify the materials presented in any part of the application. However, agencies and organizations are cautioned that the evaluators are not required to request clarification: therefore, all applications should be complete and reflect the most favorable terms available from the agency or organization.

7. Applications will be evaluated according to completeness, content, experience with similar projects, ability of the agency's or organization's staff, cost, etc. The award of a grant to one agency and organization does not mean that the other applications lacked merit, but that, all facts considered, the selected application was deemed to provide the best service to the State.
8. Agencies and organizations are cautioned that this is a request for applications, and the funding agency reserves the unqualified right to reject any and all applications when such rejections are deemed to be in the best interest of the funding agency.

10.0 GENERAL INFORMATION ON SUBMITTING APPLICATIONS

1. **Award or Rejection**
All qualified applications will be evaluated and awards made to those agencies or organizations whose capabilities are deemed to be in the best interest of the funding agency. The funding agency reserves the unqualified right to reject any or all offers if determined to be in its best interest. NC DSS anticipates that Successful Contractors will be notified by April 15, 2018.
2. **Decline to Offer**
Any agency or organization that receives a copy of the RFA but declines to make an offer is requested to send a written "Decline to Offer" to the funding agency. Failure to respond as requested may subject the agency or organization to removal from consideration of future RFAs.
3. **Cost of Application Preparation**
Any cost incurred by an agency or organization in preparing or submitting an application is the agency's or organizations sole responsibility; the funding agency will not reimburse any agency or organization for any pre-award costs incurred.
4. **Elaborate Applications**
Elaborate applications in the form of brochures or other presentations beyond that necessary to present a complete and effective application are not desired.
5. **Oral Explanations**
The funding agency will not be bound by oral explanations or instructions given at any time during the competitive process or after awarding the grant.
6. **Reference to Other Data**
Only information that is received in response to this RFA will be evaluated; reference to information previously submitted will not suffice.
7. **Titles**
Titles and headings in this RFA and any subsequent RFA are for convenience only and shall have no binding force or effect.
8. **Form of Application**
Each application must be submitted on the form provided by the funding agency, which will become the funding agency's Performance Agreement (contract).

9. **Exceptions**
All applications are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions. The attachment of other terms and condition by any agency and organization may be grounds for rejection of that agency or organization's application. Funded agencies and organizations specifically agree to the conditions set forth in the Performance Agreement (contract).
10. **Advertising**
In submitting its application, agencies and organizations agree not to use the results there from or as part of any news release or commercial advertising without prior written approval of the funding agency.
11. **Right to Submitted Material**
All responses, inquiries, or correspondence relating to or in reference to the RFA, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the agency or organization will become the property of the funding agency when received.
12. **Competitive Offer**
Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any application submitted in response to this RFA thereby certifies that this application has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.
13. **Agency and Organization's Representative**
Each agency or organization shall submit with its application the name, address, and telephone number of the person(s) with authority to bind the agency or organization and answer questions or provide clarification concerning the application.
14. **Subcontracting**
Agencies and organizations may propose to subcontract portions of work provided that their applications clearly indicate the scope of the work to be subcontracted, and to whom. All information required about the prime grantee is also required for each proposed subcontractor.
15. **Proprietary Information**
Trade secrets or similar proprietary data which the agency or organization does not wish disclosed to other than personnel involved in the evaluation will be kept confidential to the extent permitted by NCAC TO1: 05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL." Any section of the application that is to remain confidential shall also be so marked in boldface on the title page of that section.
16. **Participation Encouraged**
Pursuant to Article 3 and 3C, Chapter 143 of the North Carolina General Statutes and Executive Order No. 77, the funding agency invites and encourages participation in this RFA by businesses owned by minorities, women and the disabled including utilization as subcontractor(s) to perform functions under this Request for Applications.

11.0 STATE CONTRACT PROVISIONS AND CERTIFICATIONS

During the performance of this contract, and by signing the RFA which becomes the contract, the Agency agrees as follows:

1. **09 NCAC SUBCHAPTER 03M-UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE**
The rule in this subchapter establishes the requirements for non-state entities that receive, hold, use or expend State funds must ensure the uniform administration of state financial assistance by all State agencies, recipients, and subrecipients.

2. **Reporting Requirements**

The Division has determined that this is a contract for financial assistance, and therefore is subject to the reporting requirements described on the Notice of Certain Reporting and Audit Requirements. Regulations and Reporting Requirements of N.C. General Statute 143C-6-21; 143C-6-22; and 143C-6-23 can be found at ncgrants.gov.

3. **Conflict of Interest Policy**

The Division has determined that this contract is a financial assistance contract. The Contractor shall file with the Division, a copy of the Contractor's policy addressing conflicts of interest that may arise involving the Contractor's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Contractor's employees or members of its board or other governing body, from the Contractor's disbursing of state funds and shall include actions to be taken by the Contractor or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the Division may disburse the grant funds. (N.C.G.S. 143C-6-23(b)(2007))

4. **Statement of No Overdue Tax Debts**

Contractor's sworn written statement pursuant to N.C.G.S. 143C-6-23(c), stating that the Contractor does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, state, or local level. The Contractor acknowledges that the written statement must be filed before Division may disburse the grant funds.

5. **Internal Revenue Tax Exemption Letter**

Contractors claiming exempt status must attain a letter affirming that the IRS recognizes your organization's tax-exempt status under Code section 501.

6. **Indirect Cost Rate**

The federal funding for these respite services permits indirect cost of no more than 10%. No formal cost allocation letter or rate is required.

7. **North Carolina Department of the Secretary of State**

Contractors doing business with the State of North Carolina must be properly incorporated and authorized to do business in the State of North Carolina (<http://www.sosnc.com/>).

8. **Audit Requirements**

Please be advised that successful Contractors may be required to have an audit in accordance with G. S. 143-6.2 as applicable to the agency or organization's status.

9. **E-Procurement**

Contractors must register with E-Procurement.

10. **State Certification**

Contractor must complete and sign in blue ink State Certification Form.

12.0 FEDERAL CONTRACT PROVISIONS AND CERTIFICATIONS

1. **New Uniform Guidance OMB 2 CFR Part 200**

The Agency shall comply with the following statutes and implementing regulations as applicable from the Office of Management and Budget (OMB) guidance now streamlined in 2 CFR Part 200. The

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, published by the U.S. Office of Management and Budget on December 26, 2013, provides a single set of cost, audit and administrative requirements for all entities receiving federal funding. These federal requirements, referred to as “the Omni-Circular”, supersede and replace a collection of OMB circulars that governed different aspects of federal funds administration and applied to different types of federal grantees: OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133

2. **Omni-Circular Section 200.331 Requirements for Pass-Through Entities**

The Division and all pass-through entities must ensure that every subaward is clearly identified to the sub-recipient as a sub-award and disclose pass-through requirements at the time of the subaward as provided under Omni-Circular Section 200.331.

3. **Federal Funding Accountability and Transparency Act (FFATA)**

The Federal Funding Accountability and Transparency Act requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains information on all federal spending awards, which is www.USASpending.gov. The Transparency Act prescribes specific pieces of information to be reported. The Division must provide this data on eligible subawards. Contractors meeting the FFATA requirements are required to complete the FFATA report and submit to the Division when requested. A subrecipient of federal funds, each selected grant recipient will be required to provide certain information required by the Federal Funding Accountability and Transparency Act (FFATA), including the organization’s DUNS number. Please see <https://fedgov.dnb.com/webform> for free registration. Additional information about FFATA is available at <https://www.fsr.gov/>

4. **Consolidated Federal Certifications**

Agencies or organizations receiving Federal funds will be required to execute Federal Certifications regarding Non-discrimination, Drug-Free Workplace, Environmental Tobacco Smoke, Debarment, Lobbying, and Lobbying Activities. Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. (a) The prospective lower tier participant (the Agency) certifies, by submission of this contract proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Federal Agency. (b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal. A copy of the Federal Certifications is included in this RFA for your reference (see Appendix B). Federal Certifications should be signed or returned with the application.

5. **Federal Contract Registration Requirements and Systems**

All agencies must register their organization in (SAM) System for Award Management. Obtaining a Data Universal Number System (DUNS) number is the first step prior to registering your organization in SAM. The following link will walk you through the process of obtaining a DUNS number.

<http://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html>

After receiving a DUNS number, the Agency can register in (SAM) System for Award Management, the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. <https://www.sam.gov/portal/SAM/##11#1#1>. When Registering with SAM, you will complete your CCR (Central Contractor Registration). The CCR Form is required to be submitted with the FFATA (Federal Funding Accountability and Transparency Act) form. Total compensation will be identified from you CCR information. Please refer the FFATA Manual.

https://www.fsr.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf

Agencies may also be required to report their contract expenditures in the (ESRS) Electronic Subcontracting Reporting System: <https://www.esrs.gov/>

Should any of the contractor's documentation/certification changes under State/Federal Provisions change after the execution of the contract, contractor shall inform the Division immediately and provide the necessary updated documentation.

13.0 APPLICATION CONTENT AND INSTRUCTIONS

Basic Format

- Type should be 12 point font size and single spaced with no less than 1" margins.
- The proposal should be typed on 8 ½" x 11" white paper and single sided.
- Adhere to page limits. **Do not** add additional pages when responding to this application. Points will be deducted during scoring for applications that exceed page limits. Please note: page limits pertain to narrative sections only and do not include worksheets, logic model, checklists, job descriptions, etc.
- Number each page consecutively.
- Proposals **must not** be stapled or bound – instead use binder clips or paperclips.
- Respond to each criteria listed in this RFA in the order requested. **Include section headings** in the Scope of Work as listed in the application checklist. **Do not** insert page dividers.
- The **Application Checklist** (Appendix C) is recommended and provides the order for required documents. Links to all required contract documents are located in Appendix B.

Cover Page of RFA: All fields must be completed and it must be signed by an authorized official of the applicant organization in blue ink

SCOPE OF WORK

1. Face Sheet - Direct Client Services Narrative

All sections must be completed.

2. Proposal Summary (One page limit)

Please provide a clear and concise description of the services. Summarize the major points from your Scope of Work, including: the community being served, the number of annual participants who will be served, physical location where the participants will be served, the activities proposed (frequency, intensity, and duration), type of curricula/service, and who will administer the service.

3. Assessment of Needs (Problem Statement) (Two page limit)

Describe the targeted need the proposed community-based service will address. **When describing community need, applicants must reference the North Carolina County Child Victimization Data (Appendix D), including factors contributing to the county(ies)' child victimization rate and why the proposed respite service may have a long-term, preventive impact on these rates.** Need assessments should be a clear, concise, well-supported statement of the community problems (not limited to child victimization) and why service is needed. **Data and noted citations should be used to support need statements.**

Proposals shall include:

1. How did your agency assess the current needs of your community (i.e. collaborative needs assessment, focus groups, accessing other agencies' data/reports, etc)

2. What are the racial, ethnic, and socio-economic demographics of your community?
3. Who is your target population? Where are they located? How were they identified? Are there any eligibility requirements?
4. Why are respite services needed in the identified community? Applicants should discuss how the proposed service fits into the community's continuum of services, if it fills an identified gap in services, and/or works to eliminate barriers to a family's ability to access services. If similar services already exist in your community, describe why an additional service is needed (i.e., locations factors, time of day factors, funding factors, number of people not being served, etc)

You may find some of your county's statistical information at any of the agencies you collaborate with or you may utilize other Needs Assessments completed by agencies and organizations within your county, (e.g., United Way, etc.) Additional information can also be found on the web at:

- http://ctb.ku.edu/en/tablecontents/chapter_1003.aspx
- <https://www.census.gov/quickfacts/fact/table/>
- <http://www.ncchild.org/>
- <http://www.aecf.org/>
- <https://www.ocme.dhhs.nc.gov/nccfpp/index.shtml>
- <https://friendsnrc.org/resources/teleconference-and-webinar-archive/202-may-2010-cbcap-learning-community-needs-assessment>

4. The Plan of Action (Project Design & Activities) *(Six page limit, not including logic model and implementation plan)*

Applicants shall describe how the service will meet **all six requirements listed on pages 9-14 of this RFA** by providing a detailed description of the service design. The following questions should be referenced when drafting the project design section:

Principles of Family Support Practice

- How will your agency model the Principles of Family Support?
- How will your agency affirm and strengthen families' cultural, racial and linguistic identities?
- How do you ensure families are approached with equality and respect?

Meaningful Parent Engagement and Leadership

- What will meaningful parent engagement look like, including participation in your agency's continuous quality improvement process?
- How will you recruit and maintain parent involvement?
- What incentives will be provided to support participation?
- If transportation is a concern for families, how will your agency work to address this?

Levels of Prevention and Target Population

- Are your services considered primary, secondary, and/or tertiary prevention? If primary prevention, speak to your universal focus. If secondary or tertiary, speak to your targeted population and the identified risk factors and/or lack of protective factors.
- Where will you receive your referrals and how will those referrals be tracked?
- How many parents and children will be served?
- Where will services be held and/or located?
- Are services accessible to residents of multiple counties?
- How will you conduct outreach with tribal populations and families experiencing homelessness?

Promoting Protective Factors

- How will you incorporate activities that build protective factors for the two to three required outcomes with the families you serve?
- How will your services align with the five strategies in the Strengthening Families™ Protective Factors Framework?

Emerging Evidence

- What service or curricula are you utilizing and why?
- What is the emerging evidence that supports this service or curricula?
- What does pre-implementation look like?
- How will you support ongoing implementation?

Outcome Accountability and Evaluation

- What is the goal of your service?
- What is your theory of change?
- How will you ensure outputs are tracked and outcomes are measured accurately?
- How will you evaluate client and service success formally and informally?

Complete the Logic Model form in Appendix E and Implementation Plan in Appendix B.

5. **Organizational Capacity** (*Two page limit, not including overview of services chart/narrative, organizational chart, board profile and job descriptions*) Successful applicants have strong organizational capacity to help achieve their goals. Organizational capacity includes but is not limited to, sound programmatic and fiscal policies and procedures, adequate staff, professional development opportunities, meaningful staff supervision time, engaged board and community stakeholders, sufficient resources, and a strong data and evaluation process. This section should include the following (do not mention staff names, only position titles):

- State your organization's mission and goal(s).
- Briefly describe the Contractor's history, structure and capacity to recruit and serve the target population.
- Provide a brief summary of your organization's experience in providing Respite Services. Include past accomplishments and evidence of the programs impact in the community served.
- How will you support additional costs not covered by this award? *Please note: participants may not be charged fees for services funded by this award.*
- If any of the proposed services will be outsourced to a subcontractor, describe how the services will regularly be monitored and performance evaluated.
- What position(s) will oversee the administration and supervision of the proposed services and what are their qualifications?
- What positions(s) will be responsible for submitting all financial forms and the individual's experience with submitting budget modifications and monitoring agency/grant spending?
- Applicants must provide a brief overview of all services provided by the Contractor within the last five years. It may be presented in a chart. Items to address include:
 - a) Beginning and ending dates of the contracts.
 - b) Services provided under those contracts.
 - c) Total number of Contractor employees assigned to service each contract.
 - d) Were any of the identified contracts extended or renewed at the end of their initial term?

- e) Did any of the identified contracts terminate early for cause by either party to the contract?
 - f) What were the “lessons learned” from each of the contracts?
 - g) Name, address and telephone number of at least one manager in each client organization who is personally familiar with the Contractor’s performance under contract.
- Provide information on any other major donors and summary of dollar amounts of contribution(s)
 - Please address the qualifications/background on your organization’s Board of Director and Key Staff (Chief Executive, Senior Fiscal Officer and other leadership staff).
 - Provide details regarding the following:
 - a. Any **criminal convictions** of any of the Contractor or any of their officers, directors, employees, agents or subcontractors of which the Contractor have knowledge *or a statement that there are none*;
 - b. Any **criminal investigations** pending against any of the Contractors or any of their officers, directors, employees, agents or subcontractors of which the Contractors have knowledge *or a statement that there are none*;
 - c. Any **regulatory sanctions** levied against any of the Contractors or any of their officers, directors, employees, agents or subcontractors by any state or federal regulatory agencies **within the past three years** of which the Contractors have knowledge *or a statement that there are none*. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
 - d. Any **regulatory investigations** pending against any of the Contractors or any of their officers, directors, employees, agents or subcontractors by any state or federal regulatory agencies of which the Contractors have knowledge *or a statement that there are none*.
- Note: The Department may reject a proposal solely on the basis of this information.**
- e. Any of the Contractor’s directors, partners, proprietors, officers or employees or any of the proposed project staff are related to any DHHS employees. If such relationships exist, identify the related individuals, describe their relationships, and identify their respective employers and positions.
 - f. Assurance that the Contractor and the proposed Contractor staff are not excluded from participation by Medicaid or the Office of the Inspector General of the United States Department of Health and Human Services.
- Complete the **Board Member Profile** (located in Appendix B), listing your current board members, their board position and contact information.
 - Include an **organizational chart** of your agency showing how the program fits into the organization’s structure. Use job titles, not individual staff members’ names.
 - Attach **job descriptions** for each position identified in the proposed Budget and Budget narrative, ensuring that job titles match on all three documents. Do not use individual staff members’ names.

6. Local Coordination and Collaboration (*Two page limit, not including letters of support*)

Preventing child victimization is not the responsibility of one agency. It is a community responsibility. Applicants must demonstrate that they are actively developing and participating in on-going collaborative relationships with community partners to prevent child victimization by linking families with appropriate and timely resources and identify gaps and/or barriers to a family’s ability to access services.

Describe the collaborations with local agencies and organizations that focus on child, family and community well-being. Identify any partners, including organizations and parents/caregivers, that will collaborate in

funding, managing or providing services for this service and the specific roles that each shall play in executing the Scope of Work. Examples of community partners are:

- Local Departments of Social Services (DSS)
- Schools | Education System
- Juvenile Justice System
- Health Department Hospitals | Pediatricians | Nurses
- Mental Health Center
- Local Head Start | Early Head Start | Child Care Providers
- Housing Authority
- Partnership for Children
- Faith and Civic Organizations
- Parents/Caregivers

Applicants must also discuss their relationship with their local DSS and their involvement with their local Community Child Protection Team (CCPT), including their engagement of the CCPT in assessing local services. Located in all 100 counties, the CCPTs promote a community-wide approach to the problem of child victimization by identifying gaps within the child protection system, increasing public awareness of child protection in the community, advocating for system improvements, and developing strategies to ameliorate child abuse and promote child well-being at a local and state level. Further information on local Community Child Protection Teams can be found at: <https://www.ncdhhs.gov/divisions/dss/community-child-protection-teams>

Proposals must include three letters of support from community partners. At least one letter should be from a consumer of services.

7. Sustainability Plan (Two page limit not including Anticipated Revenue Summary Form and Funding Chart)

Applicants must address how they will plan and implement sustainable actions to ensure continuing the project beyond the awarded period, such as future financial support, staff requirements, and continued community interest. Sustainability is important because a break in services for families and children may increase risk of child victimization. Describe a *two year sustainability plan* that includes the following:

- The types of support and resources from both the applicant and their community partners
- In-kind resources
- A funds diversification plan which includes identification of specific sources and types of local, state and federal funds, as well as foundations and corporate sources
- A plan for marketing the service to participants. This plan must create/increase awareness of the service's availability and ensure participation.

Complete Anticipated Revenue Summary Form and Funding Chart

8. Budget and Budget Narrative

Applicants are required to submit a line-item budget for State Fiscal Year 2018-19 on form DSS 6844 and a budget narrative justifying each line item. Contractors will be required to submit a new program budget during the annual contract renewal process. Based on the availability of funding, annual budget

awards will remain the same for SFY 19-20 and 20-21. No carryover of unexpended funds is allowed from one fiscal year to another. The budget and budget narrative are subject to the following requirements:

- All funds are distributed on a reimbursement after expenditure basis.
- Expenditures for travel and daily subsistence must be in accordance with state approved rates. The Office of State Budget and Management (OSBM) prepares the Budget Manual which includes current state approved travel and daily subsistence rates and can be located through the following link: <http://www.osbm.state.nc.us>
- Funds may not be used to purchase or renovate real estate nor purchase or lease vehicles.
- Equipment may be purchased if it can be shown to be essential to the overall goals and outcomes of the service.
- Include the following if proposed in the budget: a draft Sub-Contractors Agreement and/or Lease Agreement/Mortgage Documentation.
- Tangible equipment costing \$3,000 or more requires justification and three price quotes.
- Contractors which received funding in previous years to purchase equipment (i.e. computers, televisions, video players) will not be approved to purchase duplicate equipment under this award, unless the need is clearly articulated in the narrative.
- Funds from this award may not be used to supplant other funds.
- Award amounts do not require a local match.

9. Application Submission

Submit complete Application, including signature of authorized representative, to:

Hand Delivery/Overnight Delivery: NC Division of Social Services
(i.e., Fed Ex, UPS, DHL) ATTN: Melanie Meeks
820 S. Boylan Avenue
McBryde Building 2 East
Raleigh, NC 27603

Mailing Address (USPS): NC Division of Social Services
ATTN: Melanie Meeks
820 S. Boylan Ave.
Mail Service Center 2410
Raleigh, NC 27699-2410

Applications must be received no later than **5:00 p.m. on March 5, 2018.**

Applications received after 5:00 p.m. will be classified as late and will not be considered for funding. (Applicants should be aware that certain conditions can influence the timely submission of applications, such as traffic, parking, highway construction, weather conditions, etc.) Applicants are encouraged to request a legible dated postmark or receipt from the United States Postal Services or from a commercial carrier. Applicants should allow adequate time (approximately seven days) for application packages to arrive at the McBryde Building.

Please note faxed or emailed applications will not be accepted.

One complete original application including a signed cover page, signed certifications and three additional complete application copies are required at the time of initial submission. An Acknowledgement of Receipt will be provided for all applications.

Supporting documents excluded from **twenty-six (26) page limit above:**

1. Applicable General Terms and Conditions (select and attach the appropriate Terms and Conditions for your organization type from Appendix A).
2. Implementation Plan (Appendix B)
3. 3 Letters of support to show evidence of collaboration with other resources. At least one letter should be from a consumer of services.
4. Organizational Chart
5. Job descriptions (for all staff listed in the budget – Use job titles only; no individual names)
6. Board Member Profile (Appendix B)
7. Anticipated Revenue Summary Form and Funding Chart (Appendix B)
8. Budget Form DSS-6844(Appendix B) and Budget Narrative
9. Applicable Certifications (Appendix B)
10. Application Checklist (Appendix C)
11. North Carolina County Child Victimization Data Chart (Appendix D)
12. Logic Model (Appendix E)

14.0 EVALUATION CRITERIA AND SCORING

All qualified applications will be evaluated and awards made based on the following criteria considered, to result in awards most advantageous to the State. Applications will be scored on the content, quality, and completeness of the responses to the items in the scope of work and to how well each response addresses the following core factors. DHHS will consider scores, organizational capacity, past performance, and geographic distribution in determining awards. Please note that Contractors not meeting the eligibility requirements or any of the minimum or mandatory requirements will not be scored.

SFY 2019-2021 RESPITE SERVICES REVIEWER SCORE SHEET

Applicant Agency: _____

Reviewer Name: _____

Evaluation Factor	Clarification	Maximum Score Possible	Points Awarded
I. Face Sheet		1 Maximum Points	
	• Direct Client Services Narrative Face Sheet	0-1 points	
II. Proposal Summary		3 Maximum Points	
	• Applicant provides a clear and concise summary of proposed services.	0-3 points	
	Subtract (-1) point if the applicant exceeded 2 pages for this section.	Subtotal	
III. Assessment of Needs		8 Maximum Points	
	• Community demographics and target population are provided.	0-2 points	
	• Applicant speaks to the county's child victimization data and how the proposed respite services may have a long-term, preventative impact on these rates.	0-3 points	
	• Program fits into the community's continuum of services and is not duplicative.	0-2 points	
	• Sources of needs assessment data are clearly cited.	0-1 point	
	Subtract (-1) point if the applicant exceeded 2 pages for this section.	Subtotal	
IV. Project Design/Activities		48 Maximum Points	
Principles of Family Support Practice	<ul style="list-style-type: none"> ▪ Applicant discusses how they will support the Principles of Family Support. ▪ Applicant states how they will demonstrate cultural competency 		

		0-8 points	
Meaningful Parent Engagement and Leadership	<ul style="list-style-type: none"> ▪ Applicant explains what meaningful parent engagement looks like in their agency. ▪ Applicant discusses how they will support parent leadership and retention. ▪ Parent involvement in the applicant's continuous quality improvement process is discussed. 	0-8 points	
Levels of Prevention and Target Population	<ul style="list-style-type: none"> ▪ Applicant identifies services as primary, secondary, or tertiary prevention, and speaks to universal focus or target population's risk and protective factors, as appropriate. ▪ Referral sources are identified. ▪ Number of parents and children to be served is stated ▪ Location of service delivery is stated ▪ County or counties served is stated. ▪ Applicant describes outreach to tribal populations and families experiencing homelessness. 	0-8 points	
Promoting Protective Factors	<ul style="list-style-type: none"> ▪ Applicant communicates how the protective factors will be promoted in their service. ▪ Applicant demonstrates how their service will incorporate the protective factors strategies. 	0-8 points	
Emerging Evidence	<ul style="list-style-type: none"> ▪ Applicant's practice or curricula is identified. ▪ Supporting evidence/research is discussed. ▪ Applicant states why the practice or curricula was chosen. ▪ Applicant clearly states what pre-implementation will look like. ▪ Applicant discusses what resources will be used to support implementation. ▪ Implementation Plan completed and attached 	0-8 points	
Outcome Accountability and Evaluation	<ul style="list-style-type: none"> ▪ Goal of the service is clearly stated. ▪ Applicant communicates their theory of change ▪ Inputs, outputs and assumptions are listed. ▪ Applicant outlines how they will evaluate client and service success. ▪ Applicant outlines a plan to accurately track outputs and measure outcomes. ▪ Logic Model is completed and attached 	0-8 points	
	Subtract (-1) point if the applicant exceeded 6 pages for this section or submitted more than 3 letters of support. The page limit does not include the Logic Model, Implementation Plan and letters of Support.	Subtotal	
V. Organizational Background and Qualifications		13 Maximum Points	
	<ul style="list-style-type: none"> • Organization's mission statement and goal(s) are clearly stated and relate to programming. 	0-1	
	<ul style="list-style-type: none"> • Briefly describe the organization's history, structure and capacity to serve the target population. 	0-6	

	<ul style="list-style-type: none"> • Summary of previous respite accomplishments and community impact is provided, if applicable. • How will agency support additional costs • Evaluation of subcontractors, if applicable 		
	<ul style="list-style-type: none"> • Applicant states the position(s) who will oversee services and the qualifications of this staff as well as the position(s) who will submit financial forms and this staff's experience. 	0-1	
	<ul style="list-style-type: none"> • Applicant provides an overview of previously held contracts (w/in the past 5 years) addressing the dates and services provided under contract(s), number of employees assigned to each contract, lessons learned and if any contract was renewed or terminated. Provides information of other major donors, if applicable. 	0-2	
	<ul style="list-style-type: none"> • Applicant provides a summary of any criminal convictions/investigations and regulatory sanctions/investigations or a statement that there are none. 	0-1	
	<ul style="list-style-type: none"> • Board Member Profile and Organizational Chart are included. 	0-1	
	<ul style="list-style-type: none"> • Job descriptions are included for each position listed in the budget. 	0-1	
	Subtract (-1) point if the applicant exceeded 2 pages for this section. The page limit does not include the overview of services, organizational chart, Board Member Profile, or job descriptions.	Subtotal	
VI. Local Coordination and Collaboration		8 Maximum Points	
	<ul style="list-style-type: none"> ▪ Describes collaboration with community partners to prevent child victimization ▪ Relationship with the local DSS and CCPT is discussed. 	0-5 points	
	<ul style="list-style-type: none"> ▪ Three required letters of support are included (1 point per letter). 	0-3 points	
	Subtract (-1) point if the applicant exceeded 2 pages (not including letters of support) for this section.		
VII. Sustainability		7 Maximum Points	
	<ul style="list-style-type: none"> • A two year sustainability plan is clearly described, including financial and in-kind resources. 	0-2 points	
	<ul style="list-style-type: none"> • Applicant explains how the program will be marketed to increase awareness of its availability. 	0-3 points	
	<ul style="list-style-type: none"> • Anticipated Revenue Summary Form is completed 	0-1 point	

	<ul style="list-style-type: none"> Funding Chart is complete 	0-1 point	
	Subtract (-1) point if the applicant exceeded 2 pages for this section. The page limit does not include the Anticipated Revenue Summary and Funding Chart.	Subtotal	
VIII. Budget and Budget Narrative		12 Maximum Points	
	<ul style="list-style-type: none"> The budget is appropriate and supports the Project Design/Activities. 	0-6 points	
	<ul style="list-style-type: none"> The budget narrative provides justification for each line item, is clearly articulated and sufficient to support the goals and activities outlined in the proposal. 	0-6 points	
		Subtotal	
COMBINED SUBSECTION TOTAL	Please add section subtotals.		
ORGANIZATION & ERRORS	Subtract 0-5 points if the application was not organized as required or contained significant spelling/grammatical errors.		
FINAL SCORE	Final score includes combined subsection total minus any points deducted.		

Please identify strengths/concerns/questions/comments:

APPENDIX A
GENERAL TERMS AND CONDITIONS

- A. Public Sector – Terms for local government agencies
- B. Private Sector – Terms for non-governmental agencies

Depending on whether or not the Contractor is a local government / public agency or a private, nonprofit agency or, select the appropriate general terms and conditions listed below and attach to the application as indicated in Section 11: Application Content and Instructions. These terms are a part of the award document for selected applications.

GENERAL TERMS AND CONDITIONS – Local Government / Public Agencies

Relationships of the Parties

Independent Contractor: The Contractor 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 Contractor 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 Contractor 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 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. The Contractor shall be responsible for the performance of all of its subcontractors.

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

Indemnity and Insurance

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

Default and Termination

Termination Without Cause: The Division may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor 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 Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor 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 Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor 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 Contractor 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 Department and the Contractor 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 for this purpose to the Division.

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.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the Division. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

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

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Division determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended (“HIPAA”), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor 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 Contractor 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.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the Division’s Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the contractor is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Division or the Contractor to give affected persons written notice of a security breach arising out of the Contractor’s performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor 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 General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. 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. 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. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

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 Contractor, 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 Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

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

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors 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 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 Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

GENERAL TERMS AND CONDITIONS – Private, Nonprofit Agencies

Relationships of the Parties

Independent Contractor: The Contractor 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 Contractor 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 Contractor 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 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. The Contractor shall be responsible for the performance of all of its subcontractors.

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

Indemnity and Insurance

Indemnification: The Contractor 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 Contractor in connection with the performance of this contract.

Insurance: (a) During the term of the contract, the Contractor shall provide, at its sole cost and expense, commercial insurance of such types and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (1) **Worker's Compensation Insurance:** The Contractor shall provide and maintain worker's compensation insurance, as required by the laws of the states in which its employees work, covering all of the Contractor's employees who are engaged in any work under the contract.
- (2) **Employer's Liability Insurance:** The Contractor shall provide employer's liability insurance, with minimum limits of \$500,000.00, covering all of the Contractor's employees who are engaged in any work under the contract.
- (3) **Commercial General Liability Insurance:** The Contractor shall provide commercial general liability insurance on a comprehensive broad form on an occurrence basis with a minimum combined single limit of \$1,000,000.00 for each occurrence.
- (4) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (A) owned by the Contractor and used in the performance of this contract;
 - (B) hired by the Contractor and used in the performance of this contract; and
 - (C) owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

- (b) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (c) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (d) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.
- (e) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The Division shall be the sole judge of whether such a waiver should be granted.
- (f) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
- (g) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
- (h) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (i) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
- (j) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance, if requested, to the Division before the Contractor begins work under this contract.

Default and Termination

Termination Without Cause: The Division may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor 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 Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its

property and the Contractor 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 Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor 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 Contractor 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 Department and the Contractor 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 for this purpose to the Division.

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.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the Division. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection

Act: The Parties agree that the Division shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

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

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Division determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended (“HIPAA”), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor 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 Contractor 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.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the Division’s Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the contractor is

to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Division or the Contractor to give affected persons written notice of a security breach arising out of the Contractor’s performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor 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 General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. 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. 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. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract (“product” includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will

provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

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 Contractor, 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 Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

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.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. The term "key personnel" includes any and all persons identified by as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

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

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors 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 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 Contractor shall not use the award of this contract as a part of any news release or commercial advertising

APPENDIX B REQUIRED APPLICATION DOCUMENTS & REFERENCE LINKS

On-Line Required Application Documents:

- [Anticipated Revenue Summary](#)
- [Application Checklist](#)
- [Board Member Profile](#)
- [Conflict of Interest Form \(attach your organizations conflict of interest policy\)](#)
- [Direct Client Services Face Sheet](#)
- [DSS-6844 Budget Template](#)
- [Federal Certifications](#)
- [Funding Chart](#)
- [Implementation Plan Form](#)
- [IRS Tax Verification Form & attach current IRS exemption letter, which must be dated within 5 years of July 1, 2018 \(non-governmental agencies only\)](#)
- [No Overdue Tax Form \(non-governmental agencies only\)](#)
- [Respite Logic Model Form](#)
- [State Certification](#)

On-Line Contract Reference Materials:

- [Administrative Cost Report DSS-1571 \(Sample\)](#)
- [Tips Regarding the Budget Narrative](#)
- [Monitoring Notification Letter \(Sample\)](#)
- [Respite Performance Status Reporting Tool](#)
- [Center for the Study of Social Policy – Strengthening Families Protective Factors Framework](#)

Other Helpful Links:

- ARCH National Resource Center <http://www.archrespite.org/>
- FRIENDS National Resource for Community Based Child Abuse Prevention <http://friendsnrc.org/>
- Center for the Study of Social Policy <http://www.cssp.org/>
- U.S. Dept. of Health and Human Services, Administration for Children and Families, <http://www.acf.hhs.gov/>
- Child Welfare Information Gateway <http://www.childwelfare.gov/preventing/>
- California Evidence-Based Clearinghouse for Child Welfare <http://www.cebc4cw.org/>
- University of Kansas Community Toolbox http://ctb.ku.edu/en/tablecontents/chapter_1003.aspx
- National Clearinghouse on Families and Youth (organization and community toolkit) <http://ncfy.acf.hhs.gov/publications/guide-to-starting-and-managing-a-youth-program/organization>
- Grant Writing <http://www.grantstation.com/>

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of _____

County _____

I, _____, Notary Public for said County and State, certify that

_____ personally appeared before me this day and acknowledged

that he/she is _____ of _____ [name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the _____ day of _____, _____.

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)

Notary Public

My Commission expires _____, 20 ____

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Name of Organization

Signature of Organization Official

Conflict of Interest Policy Example

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. Duty to Disclosure -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. Board Action -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Name of Organization

Signature of Organization Official

Date

State Grant Certification – No Overdue Tax Debts

Grantee/Contractor should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of State Budget and Management.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

Entity’s Letterhead

[Date of Certification (mmddyyyy)]

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the **[insert organization’s name]** 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. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

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

Board Chair

[Title of Second Authorizing Official]

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

(Notary Signature and Seal)

My Commission Expires: _____

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management:

NCGrants@osbm.nc.gov-(919)807-4795

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”

IRS Tax Exemption Verification Form (Annual)

We, the undersigned entity, hereby testify that the 501 (c) (3) status is on file with the North Carolina Department of Health and Human Services and is still in effect.

Name of Agency _____

Chairman, Executive Director, or other Authorized Official

Sworn to and subscribed before me, this _____ day of _____, _____.

Notary Public

My Commission expires: _____

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]

 He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

 He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Title

Contractor Name

Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities.

Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

II. Certification Regarding Drug-Free Workplace Requirements

1. **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 employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. 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:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) 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)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. 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
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street

City, State, Zip Code

Street

City, State, Zip Code

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- 4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

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

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

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 originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom 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 whom 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 it 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 by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement 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.
9. 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

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, or 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.

VII. Certification Regarding Lobbying

The Contractor 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-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.

VIII. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application</p> <p><input type="checkbox"/> b. Initial Award</p> <p><input type="checkbox"/> c. Post-Award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date Of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Subawardee Tier (if known) _____</p> <p>Congressional District (if known) _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District (if known) _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number (if applicable) _____</p>	
<p>8. Federal Action Number (if known)</p>	<p>9. Award Amount (if known) \$</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p align="center"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	<p>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):</p> <p align="center"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ € actual € planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

State Certifications
Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- 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>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor’s subcontractors, complies 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
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an “ineligible Contractor” as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
- (b) [check **one** of the following boxes]
- Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a “tax haven country” as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
- The Contractor or one of its affiliates **has** incorporated or
- reincorporated in a “tax haven country” as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor’s officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
6. He or she is a duly authorized representative of the Contractor named below;
7. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
8. He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor’s Name: _____

Contractor’s Authorized Agent: Signature _____ Date _____

Printed Name _____ Title _____

Witness: Signature _____ Date _____

Printed Name _____ Title _____

The witness should be present when the Contractor’s Authorized Agent signs this certification and should sign and date this document immediately thereafter.

APPENDIX C

Application Checklist

(All required documents can be accessed in the Appendix Sections)

- _____ Application Checklist
- _____ Scope of Work – include the following sections
 - _____ Face Sheet - Direct Client Services Narrative
 - _____ Proposal Summary
 - _____ Needs Assessment
 - _____ Project Design/Activities (include the following)
 - ♦ Logic Model
 - ♦ Implementation Plan
 - ♦ Letters of Support (3 – one must be from a consumer of services)
 - _____ Organizational Background/Qualifications (including)
 - ♦ Board Member Profile
 - ♦ Organizational Chart
 - ♦ Job Descriptions (for all staff listed in the budget)
 - _____ Local Coordination and Collaboration
 - _____ Sustainability Plan (include the following):
 - ♦ Anticipated Revenue Summary
 - ♦ Funding Chart
- _____ Budget Form DSS-6844 and Budget Narrative
- _____ Conflict of Interest- Notarized (include applicant's conflict of interest policy)
- _____ No Overdue Tax Form - notarized on agency letterhead (non-governmental agencies only)
- _____ IRS Federal Tax Exempt Letter (501)(c)(3) (non-profit) or Verification of Tax ID (governmental)
- _____ Federal Certifications
- _____ State Certification

Appendix D
North Carolina County Child Victimization Rates
State Fiscal Year 2016 (July 2015 to June 2016)

County Name	Number of children under 18*	Rate per 1,000						
		Abuse & Neglect	Abuse	Neglect	Dependency	All Substantiations	Services Needed	Overall Victimization
STATEWIDE	2,307,284	0.44	0.34	2.58	0.13	3.50	5.26	8.76
Alamance	35,461	0.37	0.48	1.86	0.17	2.88	3.89	6.77
Alexander	7,832	1.66	1.15	7.15	0.00	9.96	8.04	18.00
Alleghany	2,018	0.00	0.00	0.00	0.00	0.00	8.42	8.42
Anson	5,270	0.19	0.38	1.52	0.00	2.09	3.42	5.50
Ashe	5,020	0.40	0.00	2.59	0.00	2.99	14.94	17.93
Avery	2,809	0.71	1.42	1.07	0.00	3.20	6.76	9.97
Beaufort	9,874	0.71	0.41	2.43	0.00	3.54	14.58	18.13
Bertie	3,805	0.00	0.79	0.79	0.00	1.58	3.15	4.73
Bladen	7,337	0.00	0.82	0.82	0.27	1.91	9.54	11.45
Brunswick	21,945	0.32	0.50	3.33	0.05	4.19	3.24	7.43
Buncombe	50,081	2.16	0.06	3.87	0.06	6.15	6.11	12.26
Burke	18,370	1.69	0.27	2.83	0.11	4.90	12.30	17.20
Cabarrus	50,784	0.67	0.47	2.58	0.04	3.76	2.52	6.28
Caldwell	16,962	0.29	1.24	0.83	0.00	2.36	13.26	15.62
Camden	2,168	0.00	0.00	2.31	0.46	2.77	1.85	4.61
Carteret	12,310	0.08	0.24	1.62	0.32	2.27	4.31	6.58
Caswell	4,348	0.00	1.15	7.13	0.46	8.74	0.69	9.43
Catawba	35,093	0.06	0.34	2.05	0.14	2.59	4.36	6.95
Chatham	14,136	0.28	0.42	2.12	1.13	3.96	3.18	7.14
Cherokee	4,979	1.61	0.00	10.64	0.20	12.45	10.64	23.10
Chowan	2,989	0.33	1.34	1.34	0.00	3.01	1.34	4.35
Clay	1,955	0.00	0.00	0.00	0.00	0.00	15.35	15.35
Cleveland	21,358	0.33	1.36	8.90	0.23	10.82	3.23	14.05
Columbus	12,360	0.16	1.70	5.26	0.97	8.09	5.91	14.00
Craven	26,219	0.38	0.27	0.99	0.04	1.68	7.51	9.19
Cumberland	88,254	0.50	0.08	2.29	0.00	2.87	8.44	11.31
Currituck	5,443	0.18	0.92	4.59	0.00	5.70	3.86	9.55
Dare	6,901	0.00	0.87	0.72	0.00	1.59	7.25	8.84
Davidson	36,493	0.14	0.63	2.30	0.08	3.15	9.95	13.10
Davie	8,677	0.00	0.35	7.15	0.00	7.49	7.61	15.10
Duplin	14,508	0.83	0.83	2.96	0.14	4.76	10.20	14.96
Durham	70,560	0.33	0.34	0.74	0.57	1.97	2.08	4.05
Edgecombe	12,441	0.32	0.24	0.56	0.32	1.45	13.34	14.79
Forsyth	86,717	0.07	0.22	0.38	0.01	0.68	3.91	4.59
Franklin	14,648	0.34	0.14	11.40	0.07	11.95	2.12	14.06

County Name	Number of children under 18*	Rate per 1,000						
		Abuse & Neglect	Abuse	Neglect	Dependency	All Substantiations	Services Needed	Overall Victimization
Gaston	49,281	0.30	0.83	2.92	0.06	4.12	2.86	6.98
Gates	2,344	0.00	0.43	1.71	0.00	2.13	0.43	2.56
Graham	1,846	0.00	5.42	2.71	1.08	9.21	19.50	28.71
Granville	11,962	0.08	0.33	3.18	0.08	3.68	4.01	7.69
Greene	4,642	1.29	0.86	0.43	0.43	3.02	6.68	9.69
Guilford	115,601	0.26	0.31	1.93	0.22	2.72	2.21	4.93
Halifax	11,271	0.62	0.27	1.24	0.18	2.31	8.25	10.56
Harnett	35,192	0.91	0.03	2.84	0.06	3.84	3.61	7.44
Haywood	11,310	1.06	0.27	4.33	0.00	5.66	17.15	22.81
Henderson	22,132	0.32	0.09	6.96	0.09	7.46	1.76	9.22
Hertford	4,792	0.00	0.00	0.00	0.00	0.00	0.83	0.83
Hoke	16,295	0.37	0.92	0.86	0.06	2.21	0.98	3.19
Hyde	967	1.03	0.00	3.10	0.00	4.14	1.03	5.17
Iredell	39,445	0.66	0.35	3.85	0.05	4.92	10.98	15.90
Jackson	7,423	1.08	0.40	4.18	0.40	6.06	4.58	10.64
Johnston	48,581	0.43	0.12	1.17	0.08	1.81	6.01	7.82
Jones	2,054	0.97	0.00	0.49	0.00	1.46	6.33	7.79
Lee	14,904	0.20	0.54	1.48	0.00	2.21	4.90	7.11
Lenoir	12,948	0.77	0.70	1.16	0.31	2.93	7.88	10.81
Lincoln	17,288	0.00	0.23	2.37	0.06	2.66	6.54	9.20
Macon	6,526	0.15	1.84	0.46	1.23	3.68	7.66	11.34
Madison	4,026	2.73	0.25	5.71	0.75	9.44	8.94	18.38
Martin	4,901	1.84	0.20	1.43	0.41	3.88	4.08	7.96
McDowell	9,312	3.01	1.50	3.11	0.11	7.73	14.60	22.34
Mecklenburg	255,193	0.13	0.22	1.83	0.07	2.25	4.54	6.79
Mitchell	2,780	1.80	2.88	1.44	1.80	7.91	15.83	23.74
Montgomery	6,234	0.32	0.32	3.85	0.16	4.65	3.21	7.86
Moore	20,010	0.15	0.25	3.45	0.35	4.20	1.50	5.70
Nash	20,578	1.17	0.15	5.10	0.00	6.41	2.77	9.18
New Hanover	42,515	0.42	0.12	3.06	0.12	3.72	10.75	14.47
Northampton	3,905	0.00	0.00	0.00	0.00	0.00	3.07	3.07
Onslow	55,898	0.68	0.09	2.70	0.00	3.47	5.03	8.50
Orange	26,513	0.30	0.30	1.02	0.04	1.66	7.35	9.01
Pamlico	2,099	0.00	1.43	7.15	0.00	8.58	5.24	13.82
Pasquotank	9,224	0.11	0.11	5.75	0.00	5.96	3.14	9.11
Pender	12,450	0.64	0.00	0.80	0.00	1.45	7.79	9.24
Perquimans	2,584	0.00	0.77	0.00	0.00	0.77	0.77	1.55
Person	8,415	0.24	0.00	14.50	0.48	15.21	1.90	17.11
Pitt	38,818	0.39	0.33	3.40	0.15	4.28	3.58	7.86
Polk	3,488	0.00	0.86	1.43	0.29	2.58	10.32	12.90
Randolph	32,497	0.12	0.34	1.35	0.03	1.85	3.60	5.45

County Name	Number of children under 18*	Rate per 1,000						
		Abuse & Neglect	Abuse	Neglect	Dependency	All Substantiations	Services Needed	Overall Victimization
Richmond	10,325	0.19	0.29	2.03	0.00	2.52	2.52	5.04
Robeson	32,840	0.79	0.43	7.34	0.58	9.14	13.86	22.99
Rockingham	18,971	0.47	0.16	2.74	0.00	3.37	13.39	16.76
Rowan	31,825	0.25	0.38	2.58	0.31	3.52	4.18	7.70
Rutherford	14,084	1.56	0.00	8.09	0.07	9.73	2.20	11.93
Sampson	15,742	1.21	0.38	3.75	0.00	5.34	4.32	9.66
Scotland	8,418	0.36	1.66	4.63	0.12	6.77	7.37	14.14
Stanley	13,160	0.68	0.38	8.05	0.23	9.35	7.14	16.49
Stokes	8,861	0.34	0.00	7.34	0.11	7.79	7.56	15.35
Surry	15,510	0.97	0.58	3.35	0.77	5.67	4.38	10.06
Swain	3,458	1.16	0.00	6.07	0.00	7.23	13.01	20.24
Transylvania	5,617	0.89	0.36	0.89	1.25	3.38	11.04	14.42
Tyrrell	764	0.00	0.00	0.00	0.00	0.00	6.54	6.54
Union	58,471	0.09	0.67	0.79	0.09	1.62	3.10	4.72
Vance	10,707	0.93	0.28	4.86	0.00	6.07	3.46	9.53
Wake	251,274	0.37	0.16	1.67	0.01	2.21	3.24	5.45
Warren	3,754	1.07	0.00	1.33	0.27	2.66	6.93	9.59
Washington	2,676	0.00	0.00	0.00	0.00	0.00	13.08	13.08
Watauga	7,070	0.57	0.99	2.26	0.85	4.67	2.26	6.93
Wayne	30,610	0.10	0.07	1.34	0.07	1.57	6.24	7.81
Wilkes	14,456	0.83	0.00	6.43	0.48	7.75	7.54	15.29
Wilson	18,989	0.05	0.05	4.21	0.00	4.32	0.84	5.16
Yadkin	7,975	0.13	0.13	5.27	0.00	5.52	2.88	8.40
Yancey	3,358	1.79	0.00	1.19	0.60	3.57	17.27	20.85

Appendix E Respite Program Logic Model

Shared Vision: Families have enhanced capacity to provide for their children’s educational, physical and emotional needs, and children have opportunities for healthy social and emotional development.

