

REQUEST FOR APPLICATIONS
Post Adoption Support Services- # 9001-20

RFA Posted	January 23, 2017		
Questions Due	February 6, 2017 at 5:00 p.m.		
Applications Due	February 20, 2017 at 5:00 p.m.		
Anticipated Notice of Award	March 13, 2017		
Anticipated Performance Period	July 1, 2017- June 30, 2020		
Service	Post Adoption Support Services		
Issuing Agency	North Carolina Department of Health and Human Services Division of Social Services		
E-mail Questions to	Kimberly R. Best	Email	Kimberly.best@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:	Region 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 Shall Be Returned Without Being 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 proposals from qualified applicants to develop, operate, and/or expand Post Adoption Support Services (PASS) to ensure the permanency and well-being of adopted children and their families. Applicants will demonstrate the capacity to achieve positive outcomes for adoptive families, regardless of the child(ren)'s age or the type of adoption. North Carolina's PASS program helps to advance NC DHHS' vision that *All North Carolinians will enjoy optimal health and well-being.*

1.2 Background

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. Adoption Support Services (PASS) exist to ensure the permanency and well-being of adopted children and their families. The PASS programs in this RFA will be offered in every county/region of the state.

The outcomes to be measured include families reporting an increased knowledge of childhood trauma on children, families will show measured improvement of protective factors and families will report placement with adoptive family has been maintained for 12 months after services end.

1.3 Letter of Intent and Questions

All applicants must submit a signed letter of intent on applicant's letterhead via email to Kimberly Best at kimberly.best@dhhs.nc.gov by **January 30, 2017**. 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;
- Region or regions to be served; and
- 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 6, 2017 at 5:00 p.m.** to Kimberly Best at kimberly.best@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 on **February 10, 2017** on the NC DSS public notice site: <http://www2.ncdhhs.gov/dss/pubnotice/>.

1.4 Technical Assistance Webinar

NC DSS has recorded a technical assistance webinar to explain the application requirements in greater detail. The webinar can be accessed through the following link: <https://attendee.gototraining.com/r/5570635360320577025>.

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 their 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 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.

It is important that the proposed project does not overlap with existing programs in the county. Factors to take into account when considering program overlap are populations served, type of service, site locations, program curriculum, etc.

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 program history, when determining final award decisions.

NC DSS anticipates posting award notices on the NC DSS public notice site by **March 13, 2017** 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".

North Carolina's PASS annual statewide allocation for awards resulting from this RFA is \$1,818,818.

NC DSS has allocated a dollar amount for 10 regions in the state. Please see Appendix D for the state map with the delineated 10 regions and the funding allocated for each region. An award for region 3 will not be provided from this RFA. Applicants are required to serve all counties in each region, not a portion of a region. If applicants propose to serve more than one region, they must submit separate applications for each region.

The term of any resulting award is anticipated to be for three years, from July 1, 2017 until June 30, 2020. The initial contract period will be for one year, from July 1, 2017 until June 30, 2018. Contract renewal will be required for state fiscal years 2018/2019 and 2019/2020 and will be based on availability of funding, grantee performance and contractual compliance.

3.1 Source of Funds and Pass Through Requirements

Federal Award Identification Number: 2016G996470

Federal Award Date: 01 Jul 2016

Subaward Period of Performance: July 1, 2017- June 30, 2020

Amount of Federal Funds Obligated by this Action: \$1,818,818

Total Amount of the Federal Award: \$10,089,781

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.**

Act to Prohibit the Unlawful Transfer of Custody of a Minor Child and to Make Conforming Statutory Changes (NC S.L. 2016-115, H.B. 424)

This state law establishes that it shall be unlawful for:

- A parent to effect or attempt to effect an unlawful transfer of custody of that parent's minor child. "Unlawful transfer of custody" means the transfer of physical custody of a minor child, in willful violation of applicable adoption law or by grossly negligent omission in the care of the child, by the child's parent without a court order or other authorization under law, to a person other than a relative or another individual having a substantial relationship with the child.

- A person to accept or attempt to accept custody pursuant to an unlawful transfer of custody of a minor child; except that it shall not be unlawful for a person to receive custody of a child from a parent who intends to effect an unlawful transfer of custody of that parent's minor child if the person promptly notifies law enforcement or child protective services in the county where the child resides or is found and promptly makes the child available to law enforcement or child protective services.
- A person to advertise, recruit, or solicit, or to aid, abet, conspire, or seek the assistance of another to advertise, recruit, or solicit the unlawful transfer of custody of a minor child.

In addition:

- Any person who commits an offense under this section is guilty of a Class A1 misdemeanor. Any person who commits an offense under this section that results in serious physical injury to the child is guilty of a Class G felony.
- No one other than a county department of social services, an adoption facilitator, or an agency licensed by the Department in this State may advertise in any periodical or newspaper, or by radio, television, or other public medium, that any person or entity will place or accept a child for adoption.
- When a report to a department of social services alleges abandonment of a juvenile or unlawful transfer of custody, the director shall immediately initiate an assessment. When the report alleges abandonment, the director shall also take appropriate steps to assume temporary custody of the juvenile, and take appropriate steps to secure an order for non-secure custody of the juvenile.
- NC DHHS shall develop a program to provide needed supports to families at risk of adoption dissolutions in order to keep families together.

4.0 DEFINITIONS, ACRONYMS AND ABBREVIATIONS

RFA	Request for Application
DUNS #	Data Universal Number System number
SAM	System for Award Management
PASS	Post Adoption Support Services
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

5.0 SCOPE OF WORK

5.1 Programmatic Requirements and Priorities

PASS programs must offer a broad continuum of programming from prevention to intensive mental health interventions, which may include but is are not limited to:

- Screening and assessment
- Case management and service planning
- Information and referral
- Crisis Intervention
- Parenting programs
- Counseling services
- Education and training
- Support groups for adoptive parents and adoptees

- Advocacy services
- Mentoring

Applications must include:

1. Screening and Functional Assessment

The Administration for Children and Families in ACYF-CB-IM-12-04 explained its priority to promote social and emotional well-being for children and youth receiving services on the child welfare continuum. As a part of this information memorandum, screening and functional assessment are emphasized as a key component of promoting social and emotional well-being for children and youth who have experienced abuse or neglect. These tools can be used to inform the design of case plans which are outcomes-oriented or determine what services are appropriate. Improvements in social and emotional well-being can also be measured over time.

Applicants are required to utilize a functional assessment for case planning with families. Tools that can measure improvement in skills and competencies that effect well-being are preferable. A variety of tools, both screening and functional assessment, are discussed in the information memorandum:

http://www.acf.hhs.gov/programs/cb/laws_policies/policy/im/2012/im1204.pdf .

2. 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 the Strengthening Families Framework that identifies protective factors can significantly reduce incidences of childhood maltreatment and trauma. The Strengthening Families Framework is an intentional focus on family development and optimal child development that identifies five protective factors that are relevant for the continuum of child welfare services.

PASS contractors shall incorporate the following 5 protective factors into their programming:

• **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 program activities 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 of programming would 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 would be 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. An example of programming would be providing 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 and to articulate their feelings. An example of programming would be providing children and caregivers a safe and nurturing place to "practice" normal roles and behaviors, strengthening a positive parent-child relationship.

****In order to provide concrete support in times of need, all contractors must ensure that respite care is available for PASS families.*** Respite is a short term service provided in the temporary absence of the regular caregiver. 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.

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.

The **Strengthening Families Framework identifies 7 key strategies** that exemplary programs use in their work to build protective factors with families. While the strategies themselves are consistent across many different kinds of programs, the way in which a program implements the strategies may vary. **PASS contractors shall incorporate these 7 key strategies into their programming.** To find out more information on the 7 strategies please utilize the following link: <http://www.cssp.org/reform/strengthening-families/basic-one-pagers/Strengthening-Families-for-Practitioners.pdf>

In addition, PASS contractors shall begin to incorporate the concepts of Youth Thrive™ into their programming for older youth. While the Strengthening Families Framework is a continuum of protective factors for families with young children through adolescents, Youth Thrive™ is also based on protective factors and provides continuity for older youth. Youth Thrive™ is both a research-informed framework based on a synthesis of research on positive youth development, resilience, neuroscience, stress and impact of trauma on brain development and the name of Center for the Study of Social Policy's (CSSP) national initiative to improve the well-being outcomes of all youth (ages 9-26), with a particular focus on youth in, or transitioning from, foster care. The Youth Thrive™ Framework functions as a 'lens' for assessing current efforts and for making changes to the policies, programs, training, services, partnerships and systems that impact young people.

New research suggests brain development may play more of a role than previously understood in causing negative outcomes for youth. Established research on how to promote positive youth development and help youth grow into mature, successful adults; combined with insights from emerging research in neuroscience and brain development, provide an opportunity for fresh thinking on improved adult outcomes for at-risk youth. CSSP's research synthesis identified five protective and promotive factors that increase the likelihood that adolescents can develop into healthy, thriving adults. The protective and promotive factors are:

1. **Youth Resilience:** Managing stress and functioning well when faced with stressors, challenges or adversity. The outcome is personal growth and positive change.
2. **Social Connections:** Having healthy, sustained relationships with people, institutions, the community and a force greater than oneself that promote a sense of trust, belonging and feeling that s/he matters.
3. **Knowledge of Adolescent Development:** Understanding one's behavior and stage of maturation in the context of the unique aspects of adolescent development (e.g., brain development, the impact of trauma); services that are developmentally and contextually appropriate (e.g., positive youth development strategies).
4. **Concrete Support in Times of Need:** Understanding the importance of asking for help and advocating for oneself; receiving quality services designed to preserve youth's dignity, providing opportunities for skill development and promoting healthy development (e.g., strengths-based, trauma informed practice).
5. **Cognitive and Social-Emotional Competence:** Acquiring skills and attitudes that are essential for forming an independent identity and having a productive, responsible and satisfying adulthood (e.g., self-regulation, executive functioning and character strengths).

Youth Thrive™ is **not** a specific program or intervention, rather it is an approach that is relevant to everyone who works with young people including: public child welfare system administrators, supervisors and caseworkers, teachers, staff at private agencies and nonprofits, judges and legal advocates, parents, caregivers and others who are concerned about teenagers and young adults. For more information: <http://www.cssp.org/reform/child-welfare/youththrive>

3. Evidence-Based Trauma-Informed Practice

Research confirms child abuse has a long-term negative impact on a child's life and the entire community, harming both quality of life and prosperity. Children who experience abuse and/or severe neglect often develop toxic levels of stress. If prolonged, this high level of stress can damage the developing architecture of a child's brain. These changes to a child's brain caused by exposure to toxic stress can lead to significant behavioral changes. In 1998, the Centers for Disease Control and Prevention and Kaiser Permanente released the most comprehensive research to date on the impact of child abuse and neglect. This study, called the Adverse Childhood Experiences (ACE) Study, surveyed 17,000 adults about their childhood experiences and compared them with the health histories. The research found that children

who suffered severe adversity in childhood-violence, abject poverty, substance abuse in the home, child abuse and neglect- were far more likely to suffer long-term intellectual, behavioral, and physical and mental health problems.

Child traumatic stress refers to the physical and emotional responses of a child to events that threaten the life or physical integrity of the child or someone critically important to the child (e.g., a parent or sibling). *Chronic trauma* refers to repeated assaults on the child's body and mind (e.g., chronic sexual or physical abuse, exposure to ongoing domestic violence, emotional or physical neglect). *Complex trauma* is a term used by some trauma experts to describe both exposure to chronic trauma, often inflicted by parents or others who are supposed to care for and protect the child, and the immediate and long-term impact of such exposure on the child (Cook et al., 2005).

Quality family support programs that strive to strengthen family protective factors offer great promise for improving a child's overall well-being. By integrating evidence-based and trauma-informed practices in the community service array, we can increase the capacity of caregivers to care for their children, help children develop healthy coping mechanisms, improve caregiver-child relationships, and provide an opportunity to impact the whole family positively.

Given that healthy development of children occurs in the context of safe, stable, and nurturing relationships, NC DSS seeks to build the capacity of its community-based contractors to deliver evidence-based trauma-informed practices for the children and families served. These practices would include, but not be limited to, evidence-based trauma-informed mental health treatment for adopted children and trauma-informed parenting skills building programs for adoptive parents.

Selection of program services should be based on many factors, such as appropriateness for the population served, community needs, and agency capacity to implement services with fidelity. Resources for identifying evidence-based and trauma informed practices can be found at the following websites: <http://www.nctsn.org/topics/treatments-that-work/promising-practices>

Research on the implementation of evidence-based, trauma-informed practice stresses the importance of implementation support for community-based agencies as critical to program success and achievement of stated program outcomes. Implementation support can include assistance with agency and community planning for the program, staff training and ongoing peer support opportunities, coaching/clinical supervision, and program evaluation/quality assurance methods.

If delivering an evidence-based trauma-informed program/practice, applicants must demonstrate in the application that there has been careful thought around the selection, implementation, and evaluation of this program/practice. Additionally, it requires that during planning, applicants seek out support for pre-implementation assessment, training, in-service and peer support opportunities, coaching/clinical supervision, and evaluation in order to ensure continued model fidelity. Applicants must demonstrate that these supports are in place and are able to be sustained throughout the grant award period. This support is considered an allowable cost and should be budgeted accordingly.

4. Collaborative Community Partnership:

Effective PASS programs require strong mutually respectful relationships, communications and partnerships.

Applicants must demonstrate that they are actively developing and participating in on-going collaborative relationships with community partners to link families with appropriate and timely resources and identify gaps and/or barriers to a family's ability to access services. Examples of such partners are:

- Private and foreign adoption agencies
- Juvenile justice system
- Mental health system
- Health Department
- Local Head Start /Early Head Start
- Child care centers
- Housing authority
- Partnership for Children
- Hospitals/pediatricians/nurses
- Schools/education system
- Faith and civic organizations)
- Parents/caregivers

Applicants must also demonstrate that they will address illegal custody transfers in their region, including raising awareness of this issue, working with families to prevent illegal custody transfers, and supporting families who are reuniting after an illegal custody transfer.

5. Outcome Accountability and Evaluation

All funded programs will be performance and outcome-based. 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. The logic model is intended to be a working document that is referenced regularly by contractors.

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

The PASS programs in this RFA will be offered in every county/region of the state. Therefore, it is necessary for all programs to measure the same outcomes, as outlined below. This allows for consistency in analyzing statewide data and in compiling performance reports to be provided to various stakeholders. Specific inputs, outputs, assumptions and trauma knowledge assessment tools are determined by applicants.

The following shared vision and outcomes are required in the logic model:

Shared Vision: Adoptive families have enhanced capacity to provide a lifetime commitment to their adopted children and those children have their safety, permanency, education, physical and emotional needs met.

Outcomes:

- 90% of families/children served will report an increase in knowledge of the implication of childhood trauma on children at case closure.
- 90% of protective factors measured on families served will indicate some improvement at case closure, as measured by the Protective Factors Survey* (as retrospective post-test).
- 90% of families/children served will report placement with the adoptive family has been maintained for 12 months after services end.

*The Protective Factors Survey may be accessed at <http://friendsnrc.org/protective-factors-survey> .

The narrative portion of this section shall expand upon the information listed in the Logic Model. In addition, applicants must also describe:

- How they will evaluate client and program success informally
- Their continuous quality improvement process
- Follow-up services provided to clients, if any
- Success in past programming and outcomes achieved (not necessarily PASS)

5.2 Performance Standards and Expectations

In addition to all of the programmatic requirements and priorities, all direct service staff and their supervisors shall complete The National Alliance of Children's Trust and Prevention Funds (Alliance) online training course to support implementation of the 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 90 days of the beginning of the contract period or their date of hire.**

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.

5.3 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) 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 10th, January 10th and April 10th. These reports will include data on program activities, outputs and outcomes.

Annually:

- Completed Performance Status Reports by July 10th. 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/index.html/##11>
- 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>

5.4 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.

5.5 Contractor Qualifications and Capacity

SEE SECTION 13.0 #4

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 for three years, from July 1, 2017 until June 30, 2020. The initial contract period will be for one year, from July 1, 2017 (or upon execution) until June 30, 2018. Contract renewal will be required for state fiscal years 2018/2019 and 2019/2020 and will be based on availability of funding, grantee performance and contractual compliance.

8.0 INVOICING AND REIMBURSEMENT

Upon execution of this contract, the Contractor shall submit to the NC DSS Contract Administrator, one signed original 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. 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 and emailed 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. The funding agency anticipates notifying successful Contractors by *March 17, 2017*.
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 therefrom 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**

Financial assistance awards permitting indirect cost must include a copy of the contractors Federally approved indirect cost rate.

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

11. **Iran Divestment Form**

Contractor must complete Iran Divestment 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 subrecipient as a subaward 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.frs.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 follow 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/#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 must be 12-point font size.
- The application must be typed on 8 ½" x 11" white paper and single spaced.
- 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.
- Number each page consecutively.
- Applications **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.
- Page limits pertain to narrative sections only and do not include worksheets, logic model, checklists, job descriptions, etc.

1. Cover Page of RFA with all fields completed, signed by an authorized official of the Contractor organization

2. Direct Client Services Narrative - Face Sheet (One-page limit)

All sections must be completed.

3. Proposal Summary: (Two-page limit)

Please provide a clear and concise description of the program. Summarize the major points from your Scope of Work, including the community being served, the number of participants who will be served annually (# of caregivers and # of children), physical location where the participants will be served, the activities proposed (frequency, intensity and duration), and who will administer the program.

4. Organization Background and Qualifications: Describes the organization and its qualifications for funding
(Four-page limit – not including Board Member Profile and Organization Chart)

Successful applicants have strong organizational capacity to help achieve their goals. Organizational capacity includes but is not limited to, strong 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.

Contractors must be able to demonstrate the ability to successfully implement evidenced-based, trauma-informed practice, partner and collaborate with community resources to meet the needs of children and families and utilize lessons learned from past experiences to build a successful program.

Identify your organizations mission and goal(s).

Briefly describe the Contractor's history, structure and capacity to serve and reach the target population.

Describe your strategic plan for implementing PASS. Please include examples of how your agency utilizes data to drive performance.

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?

Provide a brief summary of your organization's experience in providing Post Adoption Support Services. Include past accomplishments and evidence of the programs impact in the community served.

Applicants must provide a brief overview of all services provided by the Contractor within the last five years. Items to address include:

- Beginning and ending dates of the contracts.
- Services provided under those contracts.
- Total number of Contractor employees assigned to service each contract.
- Were any of the identified contracts extended or renewed at the end of their initial term?
- Did any of the identified contracts terminate early for cause by either party to the contract?
- What were the "lessons learned" from each of the contracts?
- Provide the name, address and telephone number of at least one manager in each client organization who is personally familiar with the Vendor's performance under contract.

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:

- 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*;
- 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*;
- 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;

- 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.

- 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.
- 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.

Attach **job descriptions** for each position identified in the proposed budget.

5. Assessment of Need/s(Problem Statement) *(Two-page limit)*

Describe the needs in the proposed region that will be addressed by the PASS program. This should be a clear, concise, well-supported statement of the needs and why the program will improve outcomes for adopted children and their families. **Data and noted citations must be used to support need statements.** Proposals shall include:

1. Statistical information which may include but is not limited to: description of child population (age, race, sibling groups, and mental, physical, and emotional disabilities) to be served and number of children adopted in the state; number of children adopted in the region.
2. How the region currently addresses or fails to address the needs of adopted children.
3. Information on adoption and post adoption services that are currently available in the region. If such programming is available, the proposal shall include collaboration with the other programs and describe why any additional programming is needed (i.e., location, time of day, funding, number of people not being served, etc.).
4. How county departments of social services support post adoptive needs and how the proposed PASS program will augment existing county programs.
5. The proposal should include information on the likely outcome for children/youth and families if the program is not implemented.

Applicants may find some statistical information and/or needs assessments of collaborating agencies and organizations within their proposed region. Additional information can also be found on the internet at:

- http://ctb.ku.edu/en/tablecontents/chapter_1003.aspx
- <http://quickfacts.census.gov/qfd/states/37000.html>
- <http://www.ncchild.org/>
- <http://www.aecf.org/>
- <http://ssw.unc.edu/ma/>

6. The Plan of Action (Project Design & Activities) *(Fifteen-page limit)*

The project design refers to how the project is expected to work and solve the stated need. Applicants shall describe how the program will meet **all 5 requirements listed on pages 5-9 of this RFA** by providing a detailed description of the program design.

The following questions should be answered when drafting the project design section:

Screening and Functional Assessment

- What tool(s) will be used?
- Why did you select this tool(s)?
- How is it appropriate for the clients being served?
- Does it address social and emotional well-being?
- How does it assist in developing a case plan?
- What is the required training to use the tool(s) and how long does it take?

Promoting Protective Factors

- How will the 5 protective factors be incorporated into your PASS program?
- How will you ensure that respite care is available to your PASS families?
- How will the 7 key strategies to build protective factors be implemented?
- How will the Youth Thrive™ Framework be incorporated into your PASS program?

Evidence-Based Trauma-Informed Practice

- How does your agency identify trauma in children and families served?
- What trauma-informed services are offered by your agency and/or providers to which you refer clients?
- Why did you choose these trauma-informed services?
- What implementation supports are in place to ensure fidelity in delivery of evidence-based trauma-informed practices?
- Describe how staff providing PASS will develop and maintain an understanding of the implications of trauma on adoptive children and families.
- How will the knowledge about complex trauma be applied by staff in their work with adoptive families and children?

Collaborative Community Partnerships

- Describe how the program will provide ongoing outreach services to all departments of social services in the region and to adoptive families and adoptees. How will the program ensure that all adoptive families, *regardless of type of adoption*, are aware of their services?
- What other community partners, formal and informal resources are supporting service delivery? Identify any organizations that will act as partners in funding, managing, or providing services for this program and the specific roles that each shall fulfill.
- What is your relationship with the region's local departments of social services?
- What is your relationship with the region's Managed Care Organization(s)?
- How will your program address illegal custody transfers, including raising awareness, preventing illegal custody transfers, and supporting reunification after an illegal custody transfer?
- To show evidence of collaboration with other resources, applicants must include three letters of support (do not submit more than three letters) with at least one letter from a consumer of services. If your program is school-based, one letter must be from the school principal.

Outcome Accountability and Evaluation

- What are your inputs, outputs, assumptions and trauma knowledge assessment tool?
- Describe your data collection process. Who is responsible for this?
- How will you informally evaluate client and program success?
- Describe your continuous quality improvement process.
- What type of follow-up will your agency provide to clients?
- Describe your agency's success in past programming and outcomes achieved (not necessarily PASS). How was this programming evaluated?

Complete the **Logic Model** and **Implementation Plan** (found in Appendix B).

7. Sustainability Plan (Two-page limit, not including worksheets)

Applicants must address the potential for continuing the project beyond the initial grant period, as the funding available from this source may not be available on a recurring basis. Sustainability is important because a break in services for families and children may compound an already unstable environment. Proposals may include actions that will be taken to insure continuity of programming and identifying specific funding sources that will be contacted. Describe a **two-year sustainability plan** that includes a plan for diversifying funding for the program. Include the following:

- How the program will be marketed to participants to ensure participation and increase awareness of the program's availability.
- The types of support from the applicant and their partners, including in-kind resources.
- A funds diversification plan which includes identification of sources and types of local, state and federal funds, as well as foundations and corporate sources.
- Applicant's narrative should include details of the information provided on the Anticipated Revenue Summary Form.

Complete the **Anticipated Revenue Summary Form** and **Funding Chart** found in Appendix B.

8. DSS- 6844 and Budget Narrative

Applicants are required to submit a line-item budget for State Fiscal Year 2017-18 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 18/19 and 19/20. No carry over 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.
- 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:

Hand Delivery/Overnight Delivery:
(i.e., Fed Ex, UPS, DHL)

NC Division of Social Services
ATTN: Kimberly Best
820 S. Boylan Avenue
McBryde Building 2 East
Raleigh, NC 27603

Mailing Address (USPS):

NC Division of Social Services
ATTN: Kimberly Best
820 S. Boylan Ave.
Mail Service Center 2445
Raleigh, NC 27699-2445

Applications must be received no later than **5:00 p.m. on February 20, 2017.**

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 influence the timely submission of applications, such as traffic congestions, available parking, highway construction, weather conditions, faulty driving directions, etc.) Applicants are cautioned to request a legible dated United States Postal Services postmark or receipt or to obtain a legibly dated receipt from a commercial carrier. Applicants should allow adequate time (approximately seven days) for application packages to arrive at the McBryde Building. ***Faxed/emailed applications will not be accepted.***

One complete original application including a signed cover letter on agency letterhead and 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 hand-delivered applications. If the application is received by mail, the Acknowledgement of Receipt will be sent via email.

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

1. Logic Model (Appendix E)
2. Implementation Plan (Appendix B)
3. 3 Letters of support to show evidence of collaboration with other resources. At least one letter must be from a consumer of services.
4. Organizational Chart of your agency showing how the program fits into the organizations structure.
5. Board Member Profile (Appendix B)
6. Job descriptions (for all staff listed in the budget)
7. Anticipated Revenue Summary Form and Funding Chart (Appendix B)
8. Budget Form DSS-6844 and Budget Narrative
9. Applicable Terms and Conditions (select and attach the appropriate Terms and Conditions for your organization type from Appendix A).
10. Applicable Certifications from Appendix B
11. Iran Divestment Certification (Appendix B)

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, and distribution among catchment areas, past contract performance, program history and variety of quality improvement plans 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 2018-2020 POST ADOPTION SUPPORT SERVICES REVIEWER SCORE SHEET

Applicant Agency: _____

Reviewer Name: _____

Evaluation Factor	Clarification	Maximum Score Possible	Points Awarded
I. Proposal Summary		3 Maximum Points	
	<ul style="list-style-type: none"> 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	
II. Organizational Background/Qualifications		(20) Maximum Points	
	<ul style="list-style-type: none"> Organizations 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. 	0-2	
	<ul style="list-style-type: none"> Applicant states the position(s) who will oversee services and the qualifications of this staff. 	0-1	
	<ul style="list-style-type: none"> Applicant states the position(s) who will submit financial forms and this staff's experience. 	0-1	
	<ul style="list-style-type: none"> Applicant includes a description of its strategic plan (including evaluation of subcontractors, if any). 	0-3	
	<ul style="list-style-type: none"> Applicant clearly provides examples of how the agency uses data to drive performance. 	0-3	
	<ul style="list-style-type: none"> If PASS was previously provided by applicant, a summary of accomplishments and community impact is provided. 	0-2	
	<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. 	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. 	0-2	
	<ul style="list-style-type: none"> Board Member Profile is Complete. 	0-1	
	<ul style="list-style-type: none"> Organizational Chart is included and provides evidence that there is a support structure in place. 	0-1	

	<ul style="list-style-type: none"> • Job descriptions are included for each position listed in the budget. 	0-1	
	<p>Subtract (-1) point if the applicant exceeded 4 pages for this section. The 4 page limit does not include the organizational chart, Board Member Profile or job descriptions.</p>	Subtotal	
III. Assessment of Needs		(10) Maximum Points	
	<ul style="list-style-type: none"> • Demographics of the area are provided. 	0-2 points	
	<ul style="list-style-type: none"> • Applicant speaks to the region’s adoptive families, contributing factors to adoption instability in the region, and how the proposed program will address NC DHHS’s vision (RFA, p. 2) 	0-4 points	
	<ul style="list-style-type: none"> • Program fits into the community’s continuum of services and is not duplicative. 	0-3 points	
	<ul style="list-style-type: none"> • Clearly stated sources of needs assessment data. 	0-1 point	
	<p>Subtract (-1) point if the applicant exceeded 2 pages for this section.</p>	Subtotal	
IV. Project Design/Activities		(50) Maximum Points	
Screening and Functional Assessment	<ul style="list-style-type: none"> • The applicant identifies the tool(s) to be used for screening and assessment. • The justification for the tool(s) selected is explained. • The tool’s appropriateness for the clients being served is explained. • The tool addresses social and emotional well-being. • How the tool assists in developing a case plan is explained. • The required training to use the tool(s) and how quickly the program will use the tool(s) are stated. 	0-10 points	
Strengthening Families Protective Factors Framework	<ul style="list-style-type: none"> • How the protective factors will be incorporated into the PASS program is explained. • Applicant explains how it will ensure respite care is available to PASS families. • Details are provided as to how the seven key protective factors strategies be implemented. • How the concept of Youth Thrive™ will be incorporated into the PASS program is explained. 	0-10 points	
Evidence-Based Trauma-Informed Practice	<ul style="list-style-type: none"> • Applicant explains how it identifies trauma in children and families served. • Identifies what trauma-informed services are offered by the applicant and/or other providers. • Applicant explains why it chose these trauma-informed services. • Identifies implementation supports in place to ensure fidelity in delivery of evidence-based trauma-informed practices. • Describes how staff providing PASS will maintain and understanding of the implications of trauma on the adoptees and families. • Describes how the knowledge about complex trauma will be applied by staff in their work with adoptees and families. 	0-10 points	
Collaborative Community Partnership	<ul style="list-style-type: none"> • Describes how the program will provide outreach services to departments of social services in their region and to all families 		

	<p>and adoptees, regardless of the type of adoption completed.</p> <ul style="list-style-type: none"> • Community partners who are supporting service delivery or that will act as partners in funding, managing or providing services for this program and their specific roles are explained. • Relationships with the region's Departments of Social Services are discussed. • Relationship with the region's Managed Care Organization(s) is discussed. • Applicant explains how it will address illegal custody transfers, including awareness, prevention of illegal custody transfers and supporting reunification after an illegal transfer. • Three letters of support are included, with at least one from a consumer of services. 	0-10 points	
Outcome Accountability and Evaluation	<ul style="list-style-type: none"> • Inputs, outputs, assumptions and trauma-knowledge assessment tool(s) are listed. • Applicant describes its data collection/evaluation process and who is responsible. • Applicant explains how it will informally evaluate client and program success. • Applicant explains their continuous quality improvement process. • Applicant explains how it will follow up with clients after close of services. • Applicant describes success in past programming and outcomes achieved (not necessarily PASS). The applicant describes how this programming was evaluated. 	0-10 points	
	<p>Subtract (-1) point if the applicant exceeded 15 pages for this section or submitted more than 3 letters of support. The 15 page limit does not include the Logic Model, Implementation Plan and letters of Support.</p>	Subtotal	
V. Sustainability		(10) Maximum Points	
	<ul style="list-style-type: none"> • A two year plan for possible funding is clearly described. 	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"> • Applicant's support, resources and funds diversification plan are explained. 	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	
	<p>Subtract (-1) point if the applicant exceeded 2 pages for this section. The 2 page limit does not include the Anticipated Revenue Summary and Funding Chart.</p>	Subtotal	
VI. 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.		

APPENDIX A TERMS AND CONDITIONS

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

Select the appropriate terms and conditions for the Contractor organization 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.

APPENDIX B

CERTIFICATIONS, REQUIRED DOCUMENTS & REFERENCE LINKS

On-Line Required Application Documents and Corresponding Instructions:

- [Application Checklist](#)
- [DSS-6844 Budget Template](#)
- [Conflict of Interest Form](#) (attach your organizations conflict of interest policy)
- [Direct Client Services Face Sheet](#)
- [Federal Certifications](#)
- [PASS Logic Model Form](#)
- [No Overdue Tax Form](#) (non-governmental agencies)
- [Implementation Plan Form](#)
- [501\(c\) 3 Status Form](#) (non-profit agencies),(attach current (within 5 years) IRS exemption letter)
- [State Certification](#)
- [Verification of Tax ID](#) (governmental agencies)
- [Board Member Profile](#)
- [Anticipated Revenue Summary](#)
- [Funding Chart](#)
- [Iran Divestment Act Certification](#)

On-Line Contract Reference Materials:

- [Administrative Cost Report DSS-1571 \(Sample\)](#)
- [Tips Regarding the Budget Narrative](#)
- [Monitoring Notification Letter](#) (Sample)
- [PASS Performance Status Reporting Tool](#)
- [Child Abuse & Neglect Preventing & Responding](#)

Other Helpful Links:

- Permanency Continuum Framework www.qic-ag.org/continuum-framework
- 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/>
- C.A.S.E. Center for Adoption Support and Education <http://adoptionssupport.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/>

GENERAL TERMS AND CONDITIONS

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.

GENERAL TERMS AND CONDITIONS

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.

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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.

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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.

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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.

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:

##ContractorName##

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.

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. 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.

V. 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.

VI. 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.

1. 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.
2. Identify the status of the covered Federal action.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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."
9. 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.
10. (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).
11. 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.
12. 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.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. 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.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. 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> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <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> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier (if known) _____ <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> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<p>12. Form of Payment (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____		
<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>

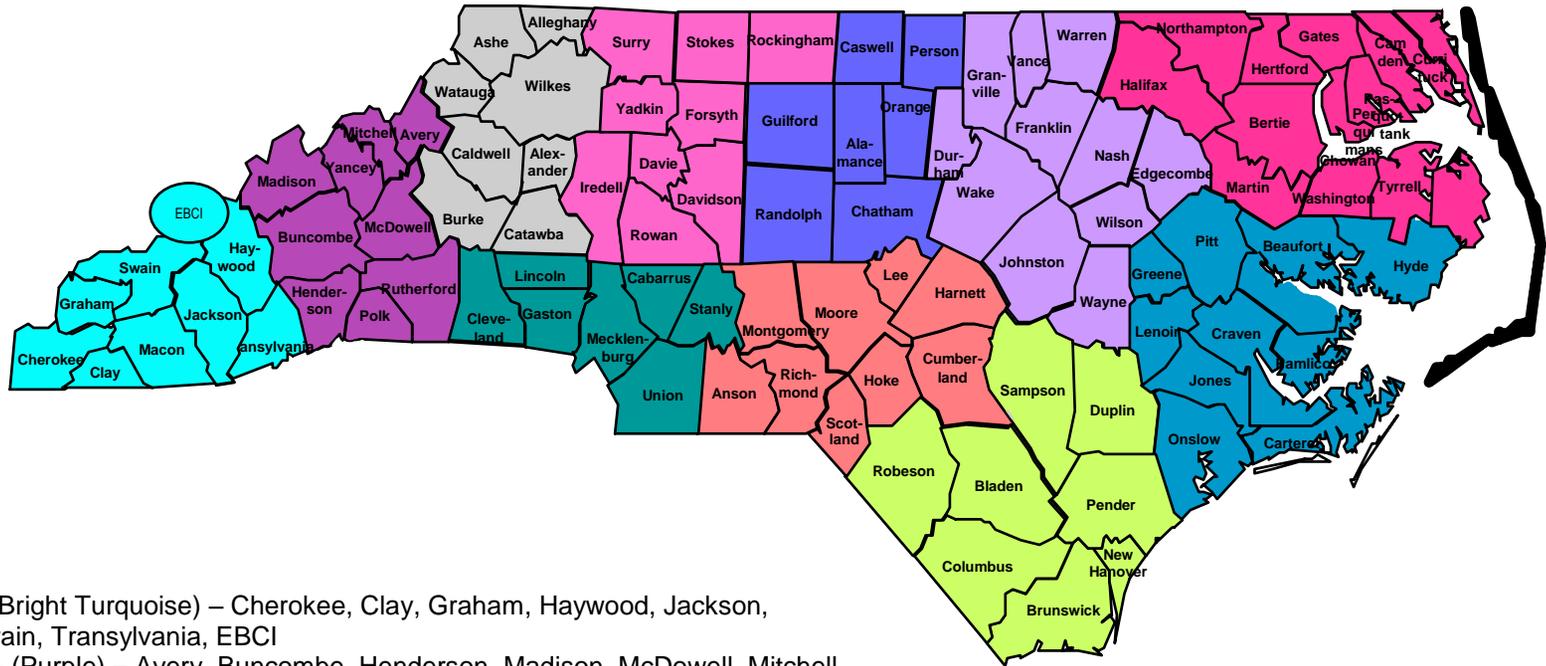
APPENDIX C

Application Checklist

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

- _____ Application Checklist
- _____ Scope of Work – include the following sections:
 - _____ Direct Client Services Narrative - Face Sheet
 - _____ Proposal Summary
 - _____ Organizational Background/Qualifications
 - Board Member Profile
 - Organizational Chart
 - Job Descriptions (for all staff listed in the budget)
 - _____ Needs Assessment
 - _____ Project Design/Activities (include the following):
 - Logic Model
 - Implementation Plan
 - Letters of Support (3 – one must be from a consumer of services)
 - _____ 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
- _____ Iran Divestment Certification

Appendix D PASS Regional Map



Region 1 (Bright Turquoise) – Cherokee, Clay, Graham, Haywood, Jackson, Macon, Swain, Transylvania, EBCI

Region 2 – (Purple) – Avery, Buncombe, Henderson, Madison, McDowell, Mitchell, Polk, Rutherford, Yancey

Region 4 (Dark Teal) – Cabarrus, Cleveland, Gaston, Lincoln, Mecklenburg, Stanly, Union

Region 5 (Pink) – Davidson, Davie, Forsyth, Iredell, Rockingham, Rowan, Stokes, Surry, Yadkin

Region 6 (Blue) – Alamance, Caswell, Chatham, Guilford, Orange, Person, Randolph

Region 7 (Salmon) – Anson, Cumberland, Harnett, Hoke, Lee, Montgomery, Moore, Richmond, Scotland

Region 8 (Light Violet) – Durham, Edgecombe, Franklin, Granville, Johnston, Nash, Vance, Wake, Warren, Wayne, Wilson

Region 9 (Yellow-Green) - Bladen, Brunswick, Columbus, Duplin, New Hanover, Pender, Robeson, Sampson

Region 10 (Magenta) - Bertie, Camden, Chowan, Currituck, Dare, Gates, Halifax, Hertford, Martin, Northampton, Pasquotank, Perquimans, Tyrrell, Washington

Region 11 (Dark Turquoise) - Beaufort, Carteret, Craven, Greene, Hyde, Jones, Lenoir, Onslow, Pamlico, Pitt

PASS Funding Amounts

Adoptions Completed (SFY13/14, 14/15, 15/16)

Region	Annual Average	Percentage of Statewide Adoptions	Funding Amount per Region
1	85	2.85%	\$120,468
2	252	8.49%	\$160,974
4	492	16.59%	\$219,146
5	360	12.13%	\$187,115
6	296	9.98%	\$171,674
7	239	8.04%	\$157,742
8	463	15.60%	\$212,036
9	249	8.38%	\$160,184
10	69	2.32%	\$116,662
11	192	6.46%	\$146,394

Each region's funding is calculated at a base amount of \$100,000 plus the amount that is proportionate to the average annual percentage of statewide adoptions completed in the past 3 years. An award for region 3 will not be provided from this RFA.

Appendix E PASS Program Logic Model *form*

PASS Shared Vision: Adoptive families have enhanced capacity to provide a lifetime commitment to their adopted children and those children have their safety, permanency, education, physical and emotional needs met.

