

REQUEST FOR APPLICATIONS
Reducing Barriers to Title V Family Engagement, DCFW2025-2026WCH-RB - RFA

RFA Posted	October 15, 2024		
Questions Due	October 22, 2024		
Applications Due	November 14, 2024		
Anticipated Notice of Award	January 6, 2025		
Anticipated Performance Period	June 1, 2025 – May 31, 2026, with the option to renew for two additional one-year periods, pending availability of Federal and State funds.		
Service	Administer reimbursement to parents/caregivers of children and youth with special health care needs, youth (including youth with special health care needs), and self-advocates for active involvement with Whole Child Health Section activities.		
Issuing Agency	North Carolina Department of Health and Human Services Division of Child and Family Well-being Whole Child Health Section		
E-mail Applications and Questions to	Holly Shoun	Email	Holly.shoun@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:	Catchment Area # (see p.5):
Contractor’s Street Address:	E-Mail Address:
City, State & Street Address Zip:	Telephone Number:
Name & Title of Authorized Representative:	UEI 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

The purpose of this RFA is to identify a statewide private non-profit entity with a history of working with diverse families via family centered practices that can act as the fiscal agent to reimburse parents, caregivers, youth (including youth with special health care needs), and self-advocates for their active participation in and knowledge of service delivery systems. The prospective contractor will be expected to support payments to parents, caregivers, youth, and self-advocates, based upon approved activities, pending settlement from the North Carolina Division of Child and Family Well-Being (DCFW).

1.1 PURPOSE

The primary outcome of this effort within the Whole Child Health Section is to increase parents/caregivers of children and youth with special health care needs, youth (including youth with special health care needs), and self-advocates' engagement across all Section programs and services via accurate and timely financial compensation for their time and efforts. The purpose of these partnerships with parents/caregivers of children and youth with special health care needs, youth (including youth with special health care needs), and self-advocates is to build, maintain and assure access to systems of care that will optimize the health, social and emotional development for all children and youth in collaboration with Whole Child Health Section staff.

1.2 BACKGROUND

In collaboration with our partners, DHHS provides essential services to improve the health, safety and well-being of all North Carolinians. The Title V, Maternal and Child Health Block Grant application guidance and annual report delineates that states should "assure families and individuals are key partners in health care decision-making at all levels in the system of services, especially those who are vulnerable and medically underserved" and to "collaborate with community leaders/groups and families of every background in needs/assets assessments, program planning, service delivery and evaluation/monitoring/quality improvement activities." These family partnerships are a critical strategy to improving health outcomes across all sectors of the maternal, child health populations. Family centered collaborations and peer-to-peer training opportunities recognize the strength and capabilities of families/caregivers to promote partnerships with health and services delivery systems while also contributing lived experience to enhance programmatic and service delivery. These efforts can improve children's health and well-being by gaining families' perspectives on access and utilization of system of care, especially for those children with special health needs.

Currently, parents/caregivers of children and youth with special health care needs, youth (including youth with special health care needs), and self-advocates are underrepresented at local, state, and national levels of research, policy development and program design, delivery, and evaluation. One reason for the poor representation of parents/caregivers of children and youth with special health care needs, youth (including youth with special health care needs), and self-advocates as partners in these and other activities is the lack of financial compensation for their travel, time, and expertise. These parents/caregivers of children and youth with special health care needs, youth (including youth with special health care needs), and self-advocates, as well as professional partners, benefit from a responsive delivery system that reflects the needs of its beneficiaries. The primary goal of this effort within the Whole Child Health Section is to increase the amount of family and self-advocate engagement across all Section programs and services via accurate and timely financial compensation for their time and efforts.

This contract serves all 100 North Carolina counties.

2.0 ELIGIBILITY

DCFW is seeking a private, non-profit organization with administrative and fiduciary commitment that supports partnerships with parents/caregivers of children and youth with special health care needs, youth (including youth with special health care needs), and self-advocates to improve the health, social and emotional development for all children and youth; with a particular emphasis on children/youth with special needs or disabilities. Priority for funding shall be given to agencies with expertise in managing and processing family stipend/reimbursements activities as utilized via North Carolina state government agencies.

3.0 AWARD INFORMATION

The total RFA funding amount is \$70,178 for each year of an anticipated three-year project period - The funding period for the contract will be awarded through this RFA beginning on June 1, 2025 - May 31, 2026, with the option to renew for two additional one-year periods, pending availability of Federal and State funds. The budget periods are as follows: Year One (06/01/25 – 05/31/26); Year Two (06/01/26 – 05/31/27); and Year Three (06/01/27 – 05/31/28). The total annual award,

contingent upon both availability of funds and compliance with the requirements and assurances contained in contracts, resulting from this RFA is \$70,178. Projected, annual funding appropriation sources include: \$70,178 via the Maternal and Child Health Services Block Grant to the States (Title V).

Indirect cost is the cost incurred for common or joint objectives which cannot be readily identified but are necessary to the operations of the organization, e.g., the cost of operating and maintaining facilities, depreciation, and administrative salaries. Regulations restricting the allocation of indirect cost vary based on the funding source.

Where the applicant has a Federal Negotiated Indirect Cost Rate (FNICR), the applicant agency may request up to the federally negotiated rate. The total modified direct cost identified in the applicant's FNICR shall be applied. A copy of the FNICR must be included with the applicant's budget.

If the applicant does not have an FNICR, a 15% indirect cost rate (known as the *de minimis* rate) may be used on the total, modified direct cost as defined in 2 CFR 200.1, *Modified Total Direct Cost (MTDC)*, with no additional documentation required, per the U.S. Office of Management and Budget (OMB) Omni-Circular. Applicants must indicate in the budget narrative that they wish to use the *de minimis* rate, or some part thereof. Applicants who do not wish to claim any indirect cost should enter "No indirect cost requested" in the indirect cost line item of the budget narrative.

3.1 SOURCE OF FUNDS AND PASS THROUGH REQUIREMENTS

Federal Award Identification Number: B0447436

Federal Award Date: TBD

Subaward Period of Performance: June 1, 2025 – May 31, 2026

Amount of Federal Funds Obligated by this Action: \$70,178

Total Amount of Federal Funds Obligated to the Subrecipient: \$70,178

Federal Award Project Description: Maternal and Child Health Services Block Grant to the States (Title V)

Federal Awarding Agency: U.S. Dept. of Health and Human Services, HRSA

ALN Number: 93.994

ALN Name: Maternal and Health Services

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 UEI number. Please see <https://fedgov.dnb.com/webform> for free registration. Additional information about FFATA is available at <https://www.frs.gov/>.

4.0 DEFINITIONS, ACRONYMS AND ABBREVIATIONS

CYSHCN	Children and youth with special health care needs
DCFWD	Division of Child and Family Well-Being, North Carolina Department of Health and Human Services
MCHB	Maternal and Child Health Bureau
WCH	Whole Child Health Section, Division of Child and Family Well-Being, North Carolina Department of Health and Human Services

5.0 SCOPE OF WORK

Families (parents/caregivers of children and youth with special health care needs, youth (including youth with special health care needs), and self-advocates) whose approved participation in WCH programs or attendance at meetings and events complete the *NC Whole Child Health Section/Family Reimbursement and Stipend Request Form*. Completed *NC Whole Child Health Section/Family Reimbursement and Stipend Request Forms* are sent to the DCFW Program Administrator and reviewed on a weekly basis. *NC Whole Child Health Section/Family Reimbursement and Stipend Request Forms* that are approved by DCFW/ WCH staff and the DCFW Program Administrator are transmitted via an encrypted email file to the contractor for payment processing. Based on information taken from the approved Forms, the Contractor prepares, and mails reimbursement checks to parent, caregiver or self-advocate on a weekly basis. The Contractor prepares a Contract Reimbursement Request (CRR) monthly and sends the CRR, along with a summary of reimbursement activity, to DCFW for processing.

Reimbursable family activities for parents/caregivers of children and youth with special health care needs, youth (including youth with special health care needs), and self-advocates include stipends, travel, mileage, lodging, meals, materials, conference registrations, and hosting or conducting a family-centered training or meeting, which includes room fees, meeting materials and break expenses. Based upon participation in these activities, reimbursement claims have historically ranged from \$20 to \$1,500 with an estimation of up to 300 claims annually.

5.1 PROGRAMMATIC REQUIREMENTS AND PRIORITIES

The Contractor shall process approximately 300 unduplicated reimbursement claims for family involvement with Whole Child Health Section programs and services, each within a maximum of 14 days or 2 business weeks.

5.2 CONTRACTOR RESPONSIBILITIES

- 1) Fulfill programmatic requirements listed in Section 5.1.
- 2) Meet reporting requirements.
- 3) Participate in monitoring as designated by WCH staff.

5.3 PERFORMANCE STANDARDS AND EXPECTATIONS

The Contractor shall:

- 1) Provide stipends and expense reimbursements to parents/caregivers of children and youth with special health care needs, youth (including youth with special health care needs), and self-advocates (claimants) for their participation in meetings and for developing and implementing family-centered projects. Stipend and reimbursement requests are signed by the claimant. These reimbursements shall be made no later than 14 calendar days (2 weeks) after the Contractor receives a signed reimbursement request form from the Contract Administrator. This includes, but is not limited to, registrations and reimbursement expenses for family leaders to participate or be trained in an evidenced informed/based strategy that will use the delivery strategy as a vehicle to reach more families and to help those families be more self-sufficient, including enrollment in health insurance coverage for their children.
- 2) Maintain monthly fiscal log for auditing purposes. Each record shall include detailed and comprehensive stipend and expense reimbursement transaction data. Reimbursements for travel and per diem shall adhere to State policy.
- 3) Submit detailed monthly reports of parents/caregivers of children and youth with special health care needs, youth (including youth with special health care needs), and self-advocate reimbursement and expenditure activity to the Contract Administrator when submitting the monthly Contract Reimbursement Request (CRR). Required data is listed below:
 - a. Name of the individual being reimbursed.
 - b. Date stipend/expenditure was incurred.
 - c. Type of expenditure (mileage, registration, hotel, meals, and/or supplies) incurred.
 - d. Number of miles traveled.
 - e. Original receipt collected for all expenditures except meals, which are reimbursed on a per diem basis.
 - f. Name of activity or meeting event for which participant is being reimbursed.
 - g. Number of hours participant was involved in meetings.
 - h. Date signed reimbursement request form was received from Contract Administrator.
 - i. Date reimbursement was mailed to participant.
 - j. Funding code used to reimburse the participant.
- 4) Create a unique identifier for each individual receiving reimbursement through this effort. This additional data element is not required on the monthly report but is needed for program reports.
- 5) Generate special reports upon request, enabling the Whole Child Health Section to conduct one or more surveys of family participants/claimants to determine service satisfaction.
- 6) Utilize the services of a Certified Public Accountant to validate good business practices.

5.4 REPORTING REQUIREMENTS

- 1) Submit monthly financial reports with the monthly Contract Reimbursement Request (CRR) no later than the 10th of each month. Expenditure financial reports must be submitted even when no expenses are incurred in a given month. Failure to submit monthly reports will result in delay in receiving reimbursement.
- 2) Monitor the account line items in the Detailed Budget to assure that expenditures meet approved program requirements. Should program needs change requiring that funds be moved from one account line item to another, or the Contractor wishes to exceed any account line item, a budget revision, with justification, must be submitted to the Contract Administrator and approved before the expense can be encumbered.

- 3) Monitor the budget accounts to assure that expenditures do not exceed approved budget accounts. Should a negative balance occur in any account line item, the Contractor shall submit to the Contract Administrator a budget revision to correct the negative, including a justification as to how the negative balance occurred. No monthly expenditure report will be processed until negative balances are reconciled and budget revisions are approved.

5.5 OTHER CONTRACTOR REQUIREMENTS

If awarded, the grantee must notify WCH program staff of any staffing changes, including hiring and departures, throughout the grant cycle.

If awarded, the grantee must provide a Unique Entity Identifier (UEI) number. The UEI number can be obtained via [SAM.gov](https://sam.gov) website.

5.6 CONTRACTOR QUALIFICATIONS AND CAPACITY

The type of agencies eligible to apply to this RFA are public and private non-profit organizations with administrative and fiduciary commitment that supports partnerships with families (parents/caregivers of children and youth with special health care needs, youth, and self-advocates) to improve the health, social and emotional development for all children and youth; with an emphasis on children/youth with special needs or disabilities. Priority for funding shall be given to an agency with expertise in managing and processing family stipend/reimbursements activities as utilized via North Carolina state government agencies.

The type of agencies eligible for this award support youth, families and caregivers of children with special health care needs in the planning and delivery of programs for children and youth. Applicable agencies will have the ability to reimburse family members and youth on a weekly basis upon receipt of approved reimbursement documentation from the Whole Child Health Section.

6.0 DIVISION RESPONSIBILITIES

The Division of Child and Family Well-Being, Whole Child Health Section will be responsible for monitoring and oversight of the grant. Whole Child Health Section staff will provide technical assistance as appropriate. The Division of Child and Family Well-Being will provide payments as designated by the contract.

6.1 Performance Oversight

The Division Subrecipient Monitoring Plan shall be used to monitor this contract. This includes, but is not limited to:

- 1) The following Subrecipient monitoring documentation:
 - a. Risk Assessment form
 - b. Annual Program Review form
 - c. Monitoring Document form
 - d. Non-governmental Internal Questionnaire
- 4) Written reports, site visits, telephone and/or email contact.
- 5) Regular meetings (telephone or face to face) with the contract administrator.
- 6) Monthly expenditure and financial reports submitted no later than 10th of each month, including spreadsheet record verification of contract deliverables.
- 7) Annual review of deliverables to ensure performance expectations.
- 8) If Contractor is deemed out of compliance with project deliverables, program staff shall provide technical assistance which may include a corrective action plan; and funds may be withheld until Contractor is back in compliance with deliverables. If technical assistance and subsequent corrective action plan do not prove beneficial, the contract may then be terminated.

7.0 TERM OF CONTRACT, OPTIONS TO EXTEND

The performance period for this contract begins June 1, 2025 (or upon execution) and ends May 31, 2026. Up to two possible option years may be exercised by mutual agreement in accordance with the Terms and Conditions.

8.0 BUDGET

The RFA/line-item budget shall constitute the total cost to the Division for complete performance in accordance with the requirements and specifications herein, including all applicable expenses such as administrative cost. Contractor shall not invoice for any amounts not specifically allowed for in the line-item budget of this RFA.

The Contractor shall use the Cost Table found in ATTACHMENT A: Line-Item Budget to create the Line-Item Budget and Budget Narrative. The Vendor shall not use any other tables or forms, nor modify the contents of any of the shaded cells in the Cost Table.

All costs provided in Line-item budget must be firm and fixed for the duration of the contract, which could last as long as three years if the State exercises its option for one additional year.

9.0 INVOICING AND REIMBURSEMENT

Upon execution of this contract, the Contractor shall submit to the Division Contract Administrator, a monthly reimbursement request for services rendered the previous month by the 10th of each month and, upon approval by the Division, receive payment within 30 days. Monthly payment shall be made based on actual expenditures made in accordance with the approved budget on file with both parties and reported on the monthly expenditure report submitted by the Contractor. If this contract is terminated, the Contractor shall complete a final accounting report and return any unearned funds to the Division within 30 days of the contract termination date. The Division shall have no obligation for payments based on expenditure reports submitted later than 30 days after termination or expiration of the contract period. All payments are contingent upon fund availability.

10.0 THE SOLICITATION PROCESS

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

- 1) RFAs are being sent to prospective agencies and organizations.
- 2) Written questions concerning the RFA specifications will be received until the date specified on the cover sheet of this RFA. A summary of all questions and answers will be posted on the RFA web site.
- 3) Applications will be received from each agency or organization. The original must be signed and dated by an official authorized to bind the agency or organization.
- 4) All applications must be received by the funding agency not later than the date and time specified on the cover sheet of the RFA. Faxed applications will not be accepted.
- 5) At that date and time, the applications from each responding agency and organization will be logged in.
- 6) At their option, the evaluators may request additional information from any or all Contractors for the purpose of clarification or to amplify the materials presented in any part of the application. However, agencies and organizations are cautioned that the evaluators are not required to request clarification: therefore, all applications should be complete and reflect the most favorable terms available from the agency or organization.
- 7) Applications will be evaluated according to completeness, content, experience with similar projects, ability of the agency's or organization's staff, cost, etc. The award of a grant to one agency and organization does not mean that the other applications lacked merit, but that, all facts considered, the selected application was deemed to provide the best service to the State.
- 8) Agencies and organizations are cautioned that this is a request for applications, and the funding agency reserves the unqualified right to reject any and all applications when such rejections are deemed to be in the best interest of the funding agency.

11.0 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. Successful Contractors will be notified by January 6, 2025.
- 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 organization's 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.
- 17) Contract
The Division will issue a contract to the recipient of the grant that will include their application.
- 18) Federal Certifications
 - i) 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. A copy of the Federal Certifications is included in this RFA for your reference (see Appendix B). Federal Certifications should NOT be signed or returned with the application.

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. Also, the contract may include assurances the successful Contractor would be required to execute when signing the contract. Agencies or organizations receiving Federal funds will be

required to execute a Consolidated Federal Certification form (as applicable). Private not-for-profit agency contracts will also include a conflict-of-interest policy statement.

12.0 APPLICATION CONTENT AND INSTRUCTIONS

This section includes what the Contractor is required to provide the division with its application response. *The Contractor must clearly demonstrate (describe) in its proposal response* how the Contractor's Organization will meet or address the programmatic requirements described in the scope of work section of the RFA. The Contractor proposal shall include the following items in this specific order and clearly marked as such.

Whenever possible, use appendices to provide details, supplementary data, references, and information requiring in-depth analysis. These types of data, although supportive of the proposal, if included in the body of the design, could detract from its readability. Appendices provide the proposal reader with immediate access to details if and when clarification of an idea, sequence or conclusion is required. Timetables, work plans, schedules, activities, and methodologies, legal papers, personal vitae, letters of support, and endorsements are examples of appendices.

Contractors shall populate all attachments of this RFA that require the Contractor to provide information and include an authorized signature where requested. All pages should be single spaced and 12-point font and numbered consecutively. Contractor RFA responses shall include the following items and those attachments should be arranged in the following order:

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

B. Face Page

- 1) The Contractor's name and principal place of business.
- 2) The Contractor's legal status: i.e., whether the Contractor is an individual, a corporation, a general partnership, a limited partnership, a joint venture or some other legal entity. The state in which the Contractor is incorporated or organized.

C. Proposal Summary: (1-page limit)

The summary should be prepared after the application has been developed in order to encompass all the key points necessary to communicate the objectives of the project.

D. Organization Background and Qualifications:

Describes the organization and its qualifications for funding.

(15 points) (3-page limit)

- 1) Describe the mission and goal of the Organization.
- 2) Provide a brief overview of the Organizations' history.
- 3) Describe the Organization's experience with CYSHCN and families.
- 4) Briefly describe qualifications/background on organization's Board of Directors and key staff that will be supporting the contract.
- 5) If applicable, describe details of:
 - i. 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;
 - ii. Any criminal investigations pending against of any of the Contractor or any of their officers, directors, employees, agents or subcontractors of which the Contractors have knowledge or a statement that there are none;
 - iii. 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 Contractor s 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;
 - iv. Any regulatory investigations pending against of 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.
 - v. 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.
 - vi. 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.

E. Assessment of Need/s (Problem Statement) (15 points) (3-page limit)

- 1) Problem (explain why the service is necessary)
- 2) Describe what your organization is doing to address this problem
- 3) Primary State/Counties Served
- 4) Ethnicity, age, and gender of population served
- 5) Target population or who are you plan on serving
- 6) Number of beneficiaries
- 7) Eligibility requirements to receive service

F. Approach to the Project (20 points) (5-page limit)

List Goals and Objectives of the project (describes how they will be met and the outcome of the project in measurable terms).

- 1) Provide a comprehensive framework understanding and description of the RFA. (The Contractors Approach to the project so that the desired results can be achieved).
Goals: Note: The outcome is derived from the goal. It has the same intention, but it is more specific, quantifiable and verifiable than the goals. Please be aware of how realistic your outcomes are and that the outcomes should be aware of time-restraints. Outcomes should be SMART – Specific, Measureable, Achievable, Realistic, and Time-Bound. Contractors must describe the program’s intent to maintain, change, reduce, or eliminate the problem noted in Section II and outline the project’s goals.
- 2) Objectives: Objectives are the measurable outcomes of the project. They define your methods. Your objectives must be tangible, specific, concrete, measurable and achievable in a specified time period.
Contractors often confuse objectives with goals, which are conceptual and more abstract. For the purpose of illustration, here is the goal of a project with a subsidiary objective:
Goal: Our after-school program will help children read better.
Objective: Our after-school remedial education program will assist 50 children in improving their reading scores by one grade level as demonstrated by standardized reading tests administered after participating in the program for six months. The goal in this case is abstract: improving reading, while the objective is much more specific. It is achievable in the short term (six months) and measurable (improving 50 children's reading scores by one grade level). Well-articulated objectives are increasingly critical to an application’s success.

G. Action Plan (20 points) (4-page limit)

A description of how the Contractor will meet each of the requirements described in the scope of work.

- 1) Describe how the organization would deliver the reimbursement service.
- 2) Discuss internal mechanisms that would assure payment to families or self-advocates within the 21-day time limit specified.
- 3) Propose a summary report addressing reimbursement and expenditure data providing supporting detail for monthly expenditure reports.

H. Project Implementation Plan (15 points) (2-page limit)

Work plans, timelines, schedules and transition plans for the project.

- 1) Provide a description of how the Contractor will staff the project, including the name, resume and qualifications of each of the proposed team members.
- 2) Analyze the project’s risk and limitations, including how these factors will be addressed or minimized.

2) Line-Item Budget and Budget Narrative (15 points)

Every item that appears in the budget should be explained clearly, so the evaluator/ reviewer will understand it. The budget narrative should explain how the numbers in the budget were calculated and how each expense is related to the proposed project. The Budget Narrative is the justification of ‘how’ and/or ‘why’ a line item helps to meet the program deliverables. It is also used to determine if the cost in the contract is reasonable and permissible. See Attachment A.

Applications will only be accepted electronically.

Submit complete Application, including signature of authorized representative, to Holly Shoun holly.shoun@dhhs.nc.gov no later than 5:00 p.m. on November 15, 2024.

13.0 EVALUATION CRITERIA AND SCORING

PHASE I: INITIAL QUALIFYING CRITERIA

The applicant's proposal must meet all of the following Phase I application acceptance criteria in order to be considered for further evaluation. Any proposal receiving a "no" response to any of the following qualifying criteria shall be disqualified from consideration.

ITEM	APPLICATION ACCEPTANCE CRITERIA	RFA Section	YES	NO
1	Was the contractor's application received by the deadline specified in the RFA?			
2	Vendor proposal includes all required affirmative statements, assurances and certifications signed by the vendor's responsible representative, as described in Appendix A of the RFA			
3	Included in those certifications, the contractor states that it is not excluded from entering into a contract with DHHS/State due to restrictions related to the federal debarment list, etc.			
4	Vendor meets eligibility requirements as stated in Section 2.0			
5	Vendor meets the minimum Qualification Requirements as described in Section 5.6			
6	Program's review of the Contractor verifies that the vendor is not excluded from contracting with DHHS/State for any unresolved finding for recovery			

PHASE II: CRITERIA FOR SCORING PROPOSAL/APPLICATIONS

Qualifying application proposals will be collectively scored by the proposal review team. 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, 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 as stated in Phase I will not be scored.

Evaluation Criteria	Score
Organization Background and Qualifications	15 points
Assessment of Needs	15 points
Approach to the Project	20 points
Action Plan	20 points
Implementation Plan	15 points
Budget and Budget Narrative	15 points
Total Score	100 points

ATTACHMENT A

LINE-ITEM BUDGET AND BUDGET NARRATIVE

Category	Line Item	Amount	Detail/Narrative Justification
Human Resources			
	Salary/Wages	\$ -	<i>Note: Description of FTE(s) duties and % time.</i>
	Fringe Benefits	\$ -	<i>Note: Calculation of fringe from FTE(s) above</i>
	Other	\$ -	
Total Human Resources		\$ -	
Operational Expenses/Capital Outlays			
Supplies and Materials			
	Furniture	\$ -	
	Other	\$ -	<i>Note: Office Supplies, postage, etc.</i>
Utilities			
	Gas	\$ -	
	Electric	\$ -	
	Telephone	\$ -	
	Water	\$ -	
	Other	\$ -	
Equipment			
	Communication	\$ -	
	Office	\$ -	
	IT	\$ -	
	Assistive Technology	\$ -	
	Medical	\$ -	
	Vehicles	\$ -	
	Scientific	\$ -	
	Other	\$ -	
Travel			
	Contractor Staff		
	Board Members Expense		
Repair and Maintenance			
Staff Development			
Media/Communications			

	Reprints	\$ -	<i>Note: Details on copies/printing.</i>
	Text translation	\$ -	
Rent			
	Office Space	\$ -	
	Equipment	\$ -	
	Furniture	\$ -	
	Vehicles	\$ -	
	Other	\$ -	
Other			
	Audit Services	\$ -	
	Service Payments	\$ -	
	Incentives and Participants	\$ -	<i>Note: 90% of your budget should be here. Reimbursement of stipends, travel, materials, meeting costs incurred by participating parents, caregivers or self-advocates.</i>
	Insurance and Bonding	\$ -	
	Other	\$ -	
Total Operational Expenses/Capital Outlays			
		\$ -	
Indirect Costs			
		\$ -	<i>Note: Applicants may utilize their federally negotiated indirect cost rate, or the de minimis rate of 15% if they do not have a negotiated rate.</i>
Total Budged Expenditures			
		\$ -	<i>Note: Should be no more than \$70,178.00</i>

APPENDIX A
CERTIFICATIONS AND ASSURANCES

Non-Profit Grantees Only

1. Conflict of Interest
 - a. Conflict of Interest Acknowledgement and Policy
(non-governmental agencies)
2. State Grant Certification – No Overdue Tax Debts
3. IRS Tax Exemption Letter and IRS Tax Exemption Verification Form
(Annual)

ALL Grantees

4. Federal Certifications
5. State Certifications

Conflict of Interest Verification (Annual)

We, the undersigned entity, hereby testify that our Organization's Conflict of Interest Acknowledgement and Policy adopted by the Board of Directors/Trustees or other governing body, is on file with the North Carolina Department of Health and Human Services (DHHS). If any changes are made to the Conflict of Interest Policy, we will submit a new Conflict of Interest Acknowledgment and Policy to the Department (DHHS).

Name of Organization

Signature of Grantee's Authorized Agent

Date

Printed Name of Grantee's Authorized Agent

Title

Signature of Witness

Date

Printed Name of Witness

Title

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)

I, _____, hereby state that I am _____ of
(Printed Name) (Title)

_____ (“Organization”), and by that authority duly given
(Legal Name of Organization)

and as the act and deed of the Organization, state that the Organization’s status continues to be designated as 501(c)(3) pursuant to U.S. Internal Revenue Code, and the documentation on file with the North Carolina Department of Health and Human Services is current and accurate.

I understand that the penalty for perjury is a Class F Felony in North Carolina pursuant to N.C. Gen. Stat. § 14-209, and that other state laws, including N.C. Gen. Stat. § 143C-10-1, and federal laws may also apply for making perjured and/or false statements or misrepresentations.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this the _____ day of _____, 20_____.
(Day of Month) (Month) (Year)

(Signature)

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

State Certifications

Contractor Certifications Required by North Carolina Law

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

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <https://ethics.nc.gov/media/242/download?attachment>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
 - (b) [check **one** of the following boxes]
 - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
 - The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 6. He or she is a duly authorized representative of the Contractor named below;
 7. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 8. He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: _____

Contractor's Authorized Agent: Signature _____ Date _____

Printed Name _____ Title _____

Witness: Signature _____ Date _____

Printed Name _____ Title _____

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

- (7) The undersigned hereby certifies further that:
- 9. He or she is a duly authorized representative of the Contractor named below;
 - 10. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - 11. He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name

Signature of Contractor's Authorized Agent Date

Printed Name of Contractor's Authorized Agent Title

Signature of Witness Date

Printed Name of Witness Title

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