**REQUEST FOR APPLICATIONS**

**North Carolina Refugee Support Services Program**

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| --- | --- | --- | --- |
| RFA Posted | January 22, 2020 | | |
| Questions Due | February 17, 2020 | | |
| Applications Due | March 2, 2020 | | |
| Anticipated Notice of Award | March 13, 2020 | | |
| Anticipated Performance Period | July 1, 2020 through June 30, 2021 | | |
| Service | Refugee Assistance Program – Refugee Support Services | | |
| Issuing Agency | DHHS/DSS/Economic and Family Services/Refugee | | |
| E-mail Applications and Questions to | Courtney McCurdy  Lynne Little | Email | [courtney.mccurdy@dhhs.nc.gov](mailto:courtney.mccurdy@dhhs.nc.gov)  [lynne.little@dhhs.nc.gov](mailto:lynne.little@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: |  |
| 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**

This RFA is to secure refugee specific employment and/or social services from public or private, non-profit agencies across the state. North Carolina’s Refugee Assistance Program-Refugee Support Services (RSS) exists to ensure services exist for designated eligible populations. Services are to be designed to address the barriers refugees typically face and assist refugees in achieving economic self-sufficiency as soon as possible after arrival with social adjustment and employment services.

* 1. **PURPOSE**

The purpose of the RSS program is to provide employment services along with supportive social services such as Case Management, Social Adjustment and Transportation Services; English Language Instruction; Citizenship and Immigration Services; Interpretation and Translation Services, and other RSS services to Refugee Assistance Program (RAP) eligible populations who include: refugees, Amerasians, asylees, qualifying Cuban and Haitian Entrants Victims of Trafficking and Special Immigrant Visas from Iraq and Afghanistan.

**Core Employment Services include Pre-Employment, Job Development, Job Placement- Initial and Current and Employment Follow-Up.**

Subject to fund availability, additional Employment Services which may be provided include: Vocational Skills Training and Assessment, Vocational Education, On-the Job Training, Skills Recertification, Automobile Driver’s Training, English Language Instruction, Transportation, Interpretation and Translation, Information and Referral and Emergency Services and Immigration Assistance for refugee adults so that they may attain employment as soon as possible after arrival in the United States. Refer to Services, Codes and Description which is attached.

A full list of services along with other RSS policies and procedures may be found in the NC DHHS/DSS Refugee Assistance Manual.

The manual may be found online at: <https://policies.ncdhhs.gov/divisional/social-services/refugee-assistance/policy-manuals>. In addition, ORR federal regulations may be found at <http://www.acf.hhs.gov/programs/orr/policy/>.

**Outcome Accountability and Evaluation**

All funded programs will be performance and outcome-based. Outcome accountability is demonstrating that the expenditure of staff time, funding, and other resources result in tangible positive changes for program participants. Proposals should include specific activities, measures and standards for achieving expected outcomes.

* 1. **BACKGROUND**

DHHS Mission Statement:

In **collaboration** with our partners, the North Carolina Department of Health and Human Services provides essential services to improve the health, safety, and well-being of all North Carolinians.

North Carolina’s Refugee Assistance Program- Refugee Support Services (RSS) was established via federal funding from the US Office of Refugee Resettlement (ORR) to provide refugee-specific social services defined and designated by federal regulation for eligible populations.

The North Carolina Department of Health and Human Services has designated the Division of Social Services (DSS) to administer the RSS program under the parameters of the NC State Refugee Plan and Annual Goal Plan which are approved each year by the Office of Refugee Resettlement (ORR).

Funding for the North Carolina Refugee Assistance Program-Refugee Support Services (RSS) is determined by the number of the eligible populations residing in the State during the previous 12 months. Services may be provided to refugees who have been in the country up to 60 months (5 years) with certain exceptions as specified in federal regulation 45 C.F.R. 400.152(b).

Individuals eligible for RSS include Refugees, Cuban and Haitian entrants (including Cuban Medical Professional Parolees and Havana Parolees), Asylees, Victims of a severe form of trafficking who have received certification, eligibility or interim assistance letters from ORR and certain other specified family members, Lawful Permanent Residents who have held one of these statuses in the past, certain Amerasians from Vietnam who are admitted to the U.S. as immigrants, certain Amerasians from Vietnam who are U.S. citizens, and Iraqi and Afghan Special Immigrants. See 45 CFR 400.43 and ORR State Letter No. 00-12 (June 15, 2000), as clarified by ORR State Letter No. 00-15 (August 3, 2000), and ORR State Letter No. 00-17 (September 14, 2000) on eligibility for ORR programs. Also, see ORR State Letter No. 01-13 (May 3, 2001) on the Trafficking Victims Protection Act, as modified by ORR State Letter No. 02-01 (January 4, 2002), ORR State Letter No. 04-12 (June 18, 2004), and ORR State Letter No. 10-05 (March 19, 2010). In addition, see ORR State Letters No. 08-04 (January 18, 2008), No. 08-06 (February 7, 2008), No. 09-02 (October 14, 2008), No. 09-17 (April 9, 2009) and No. 10-02 (December 23, 2009) on Iraqi and Afghan Special Immigrant eligibility. ORR State Letters may be found at <http://www.acf.hhs.gov/programs/orr/policy/orr_policy.htm>

The term “refugee” is used in this notice to encompass all such persons, as described above, who are eligible to participate in the NC Refugee Assistance Program-Social Services.

**PRIORITY PROVISION OF SERVICES**

Among the population of eligible refugees, social services are provided based on the following client priorities, except in certain individual extreme circumstances:

* + Newly arrived refugees within their first year in the United States, who apply for services;
  + Refugees who are receiving cash assistance
  + Unemployed refugees who are not receiving cash assistance; and
  + Employed refugees in need of services to retain employment or to attain economic independence

NOTE: A five-year time limit exists for program participants based on either of two dates: Date of arrival in the USA for those granted immigration status prior to arrival in the US, such as refugees; or 60 months from the date immigration status was granted while in the US such as for asylees.

**RAP-RSS services are targeted to refugees who have been in the USA for less than five years. Applications from agencies working specifically/only with populations whose US residence or status is greater than 60 months will not be accepted.**

**2.0 ELIGIBILITY**

Applications are invited from public or private non-profit agencies such as refugee, faith-based and community organizations that can provide direct services in accordance with the RAP-RSS policies and procedures. The applicant must be a non-profit tax-exempt corporation, so designated by the Internal Revenue Service.

Potential applicants must have the administrative capacity and financial stability to administer the funds if awarded as evidenced by your most recent financial statement/audit. Recipients of funds are expected to have written, established general agency policies.

**Private for-profit agencies are excluded from funding.**

**3.0 AWARD INFORMATION**

**Estimated Range of Awards: $30,000 to $250,000 per award term**

**Ceiling on Amount of Individual Awards: $250,000**

**Award Term: Award funds will be via state level contract for one year with the option to renew two additional years. The next opportunity for new applicants** **to apply for RAP-RSS funds via RFA will be 2024.**

All applications received by the declared deadline will be forwarded to the RFA review committee. Committee members review, score and rank the applications. The review panel for this RFA is composed of qualified, professional individuals who have been selected for their unique experiences relating to the program/services/project. When the review panel has completed its evaluations, the panel will make recommendations.

When determining final award decisions, NC DSS staff will consider overall RAP factors involving service delivery such as geographic distribution, services and units proposed, cost per participant, agency collaborations, ethnic population and numbers to be served.

The final decision on funding entities rests with the Division Director or Designee.

After qualified applications are evaluated, all agencies approved for funding will be notified on or before

March 13, 2020.

Applicants may be required to reduce the scope of work and budget to reflect the actual amount of funds available. The notification will include the amount of funding available as well as contract application instructions should the applicant accept the level of funding offered.

**3.1 Source of Funds and Pass Through Requirements**

Federal Award Identification Number: 75-2022-1503

Federal Award Date: August 2, 2019

Subaward Period of Performance: July 1, 2020 - June 30, 2021

Amount of Federal Funds Obligated by this Action: $2,523,205

Federal Award Project Description: Refugee Support Services Program

Federal Awarding Agency: US DHHS Administration for Children and Families

Pass-through Entity: NC DHHS/Division of Social Services

DUNS # 8097853630000

CFDA Number: 93.566

CFDA Name: Refugee and Entrant Assistance

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.fsrs.gov/>.

**4.0 DEFINITIONS, ACRONYMS AND ABBREVIATIONS**

Definitions, Acronyms and Abbreviations regarding the Refugee Program can be found in the DHHS manual <http://info.dhhs.state.nc.us/olm/manuals/dss/ei-80/man>.

Please see Appendix C for Refugee Support Services Codes, Services, Description and Units

**5.0 SCOPE OF WORK**

**Proposal Summary (**1-page limit)

Please provide a clear and concise description and purpose of the program. Summarize the major points including: the region/county to be served, the number of individuals who will be served for the entire contract period, the activities proposed (intensity, duration and content) and who will administer the program. Include steps taken to ensure future successes or continuing the project beyond the awarded period, e.g. future financial support, staff requirements, continued community interest.

**SCOPE OF WORK**

**Direct Client Services Contract – Contractor Information and Services To Be Provided**

Allsections must be completed.

**5.1 Background - Impact/Outcomes and Evaluations/Performance Measure Data Collection Plan**

Applicants must describe the goals of the proposed program and identify objectives. When formulating the program’s goals and objectives, applicants must be cognizant of the performance measure that will be required of successful applicant

**5.2 PURPOSE**

Applicant must definethe primary goal or mission of the program.

**5.3 Performance Requirements**

Applicants shall describe a reasonable and well-developed proposal for the implementation of the projects(s) proposed that fits into the overall mission/goals/objectives, values, and strategies of the program. This section must provide a clear picture of the activities and events that are scheduled to occur.

* *Defines* ***When*** *(brief synopsis of timeframes)*
* *Defines* ***Where*** *(what is the service area(s))*
* *Defines* ***Who*** *(population served or impacted: define the number of unduplicated participants)*
* *Defines* ***What*** *(activities, tasks, services, deliverables)*
* *Defines* ***How*** *and* ***How Often*** *(how and how often is the service provided)*

**5.4 PERFORMANCE STANDARDS**

* Defines the expectations and standards to which the provider will be held.
* Details any reporting due, timeframes, methods, etc.

**5.5 PERFORMANCE MONITORING / QUALITY ASSURANCE PLAN**

* Defines how performance will be monitored.
* Defines what happens if performance is below expectations.
* Defines corrective action plans designed to address performance.

**5.6 Reimbursements**

* Defines plan for reimbursement of services.

**5.7 CONTRACTOR RESPONSIBILITES**

Each applicant whose proposal is approved for funding will enter into a contractual agreement with the Division for implementation of the funded activities to include a detailed work plan, outcome measures, and budget as part of the contract.

The Division will process the RFA application.

State contracts are executed for one-year periods with the possibility of continuation via amendment or renewal for up to three consecutive years.

Continuation is subject to the availability of funds AND successful completion of project goals.

Contracts will become effective beginning July 1, 2020 or other times thereafter within the State Fiscal Year.

Service delivery will begin on the effective date of the executed contract.

**5.8 BUDGET (DSS 6844S) and BUDGET NARRATIVE**

RAP-RSS funding does not require a local match.

Funds from this grant may not be used to supplant other funds.

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:

<https://www.osbm.nc.gov/state-budget-manual>

Applicants must provide: A line item budget (DSS-6844S) (attached)

A budget narrative which explains how expenditures help the program meet the proposed program deliverables. (Example attached)

<https://files.nc.gov/ncdhhs/documents/files/dss/dcdl/childwelfareservices/fscw-10-2006a10.pdf>

A **Cost Allocation** plan for applicant agency.

**Job descriptions** for all positions included in the proposal budget on the DSS-6844S

**5.9 CONTRACTOR QUALIFICATIONS and CAPACITY**

**Organizational Capacity**

Successful agencies have strong organizational capacity to help achieve their goals. Organizational capacity includes but is not limited to, sound programmatic and fiscal policies and procedures, adequate staff, professional development opportunities, meaningful staff supervision time, engaged board and community stakeholders, sufficient resources, and a strong data and evaluation process.

This section should include, but not be limited to the following (do not mention staff names, only position titles):

* State the mission of the organization and how it relates to programming.
* Describe the history of your organization within the community and provide evidence that it has the capacity to serve and reach the target population.
* Will any of the proposed services be outsourced to a subcontractor? If so, describe how the services will regularly be monitored and performance evaluated.
* Who will oversee the administration and supervision of the proposed services and what are their qualifications?
* Include an **organizational chart** of your agency showing how the program fits into the organization’s structure
* Who will be responsible for submitting all financial forms and the individual’s experience with submitting budget modifications and monitoring agency/grant spending?

Complete the **Board Member Profile**, listing your current board members, their board position and contact information.

**Local Coordination and Collaboration**

Each proposal should describe collaboration with other agencies and organizations.

**6.0 DIVISION RESPONSIBILITIES**

The contract administrator and/or Division staff will engage in continuous dialogues as well as make appropriate site visits to the contractor to review progress on a periodic basis.

Contractor will participate in monitoring by the State Refugee Office and representatives of other state and federal agencies.

Substandard performance will be identified and addressed timely and appropriately. Contractor will submit, within 30 days of receipt of the monitoring report, a Corrective Action Plan, if required, to be implemented upon approval of the Plan.

The contractor administrator and/or Division staff will follow up on any areas on noncompliance to ensure that performance requirements and corrective action plans are fully implemented.

NCDSS shall monitor the Contractor according to the NCDHHS/NCDSS Subrecipient Monitoring Plan, which may be accessed at <http://www2.ncdhhs.gov/dss/Monitoring/index.htm>. This includes compliance with the Federal Office of Management and Budget (OMB) CFR Title 2 Part 200 which may be accessed at <http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl>.

**6.1 PERFORMANCE OVERSIGHT**

Desk monitoring occurs on a monthly basis. State Refugee Office (SRO) Administrators review theDSS-1571 III Administrative Cost Report for accurate, allowable and reasonable costs and the State Auditors’ non-compliance list to ensure all G.S. 143-6.2 reporting requirements are being fulfilled. Also, database entries are reviewed to ensure eligible participants are enrolled and programming activities have been implemented. Ongoing telephone and e-mail monitoring are documented by the State Refugee Office Administrator when it pertains to possible contractual non-compliance issues.

On-site monitoring will be conducted at least once during a grant cycle according to an established schedule once baseline data is collected, unless other requirements for frequency take precedence.

For announced on-site monitoring reviews, SRO Administrators send a formal written notification to the contractor no later than 30 days prior to the scheduled review. A Site Visit Report is completed at the end of the on-site monitoring review. The OMB Circular A-133 specifies fourteen areas of compliance monitoring which are reviewed during the on-site monitoring visit, if applicable to the program, in addition to the Conflict of Interest Policy which is included in the executed contract. Areas concerning programming, fiscal management, compliance requirements, personnel, safety, organizational capacity, subcontract services and evaluation are also reviewed to confirm contractual compliance during the on-site review.

Within 30 days of an on-site monitoring review with identified corrective action findings, the SRO Administrator will send a formal written corrective action findings letter to the contractor. 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.

**7.0 TERM OF CONTRACT, OPTIONS TO EXTEND**

The performance period for this contract begins July 1, 2020 and ends June 30, 2021. Up to two possible option years may be exercised by mutual agreement in accordance with the Terms and Conditions.

**8.0 INVOICING AND REIMBURSEMENT**

Upon execution of this contract, the Contractor shall submit to the Division Program Administrator, a monthly reimbursement request for services rendered the previous 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.

The Contractor must submit one signed original DSS-1571 III (Administrative Costs Report) to NC DSS Program Consultant by the 10th of each month for services provided in the prior month. DSS-1571 III reports must be submitted even when no services are provided in a given month. If applicable, one signed original of subcontractor(s) 1571s must be submitted each month for services provided in the prior month, even if no costs were incurred in that month. Failure to submit monthly reports may delay receipt of reimbursement.

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.

Failure to submit by the due date will result in the reimbursement being held until the following month. Late submittal for several consecutive months may result in denial of cost reimbursement for expenditures greater than 60 days overdue.

These documents must be submitted together after review by the Project Director who signs the MRSD. Faxed copies will not be accepted.

The Division will have no obligation for payments based on expenditure reports submitted later than 60 days after termination or expiration of the contract period.

All payments are contingent upon fund availability.

**9.0 THE SOLICITATION PROCESS**

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

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

**10.0 GENERAL INFORMATION ON SUBMITTING APPLICATIONS**

1. **Award or Rejection**   
   All qualified applications will be evaluated, and awards made to those agencies or organizations whose capabilities are deemed to be in the best interest of the funding agency. The funding agency reserves the unqualified right to reject any or all offers if determined to be in its best interest. Successful Contractors will be notified by
2. **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.
3. **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.
4. **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.
5. **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.
6. **Titles**  
   Titles and headings in this RFA and any subsequent RFA are for convenience only and shall have no binding force or effect.
7. **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).
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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**

By signing the RFA, which becomes the contract, and during the performance of this 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.

1. **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.

1. **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))

1. **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.

1. **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.

1. **Indirect Cost Rate**

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

1. **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/>).

1. **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. **State Certification**

Contractor must complete and sign in blue ink State Certification Form

**12.0 FEDERAL CONTRACT PROVISIONS AND CERTIFICATIONS**

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

The Agency shall comply with the following statutes and implementing regulations as applicable from the Office of Management and Budget (OMB) guidance now streamlined in 2 CFR Part 200. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, published by the U.S. Office of Management and Budget on December 26, 2013, provides a single set of cost, audit and administrative requirements for all entities receiving federal funding. These federal requirements, referred to as “the Omni-Circular”, supersede and replace a collection of OMB circulars that governed different aspects of federal funds administration and applied to different types of federal grantees: OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133

1. **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.

1. **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.fsrs.gov/>

1. **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.

1. **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.fsrs.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**

Contractors shall populate all attachments of this RFA that require the Contractor to provide information and include an authorized signature where requested. Contractor RFA responses shall include the following items and those attachments should be arranged in the following order: Number each page consecutively. The proposal must be submitted through email in a word document except for signed Attachments that can be submitted in a pdf. Document by the required deadline.

1. **Cover Page** (1st page of RFA) with all fields completed, signed by an authorized official of the Contractor organization

2. **Proposal Summary**

3. **Scope of Work** – See 5.0 (to include the following)

**Direct Client Services Contract**

1. The Contractor’s name and principal place of business.

b. 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 Scope of Work – See 5.0 (to include the following)

**Background**: Describes the organization and its qualifications for funding.

**Purpose** - Assessment of Need/s (Problem Statement)

**Performance Requirements**: A written description of the Contractor’s approach to the project, including identification of key partners.

-A description of how the Contractor will meet each of the requirements and deliverable described in the scope of work (The Plan of Action).

-Project Implementation Plan (Work plans, timelines, schedules and transition plans for the project)

**Standard language is provided for Performance Standards, Performance Monitoring/Quality Assurance Plan and Reimbursements.**

4. **Budget -DSS-6844S (See Attached) and Budget Narrative**

5. **Contractor Qualifications and Capacity**

**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, 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.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Funding Criteria** | **Clarification** | **Maximum Score Possible** | **Points Awarded** | |
| **I. Proposal Summary** |  | **5 Maximum Points** | | |
|  | Briefly describe |  |  | |
| **II. Background and Purpose**  **(Section 5.01– 5.2)** |  | **20 Maximum Points** | | |
| **Statement of problem** | Agency demonstrates clear evidence of an unmet need and presents data and analysis which proves a clear understanding of problem and provides a clear and concise summary of proposed services. |  |  | |
| Clearly demonstrate how the programs needs assessment and program design are linked to the required goals. |  |  | |
| **III. Program Objectives and Performance Requirements** |  | **45 Maximum Points** | | |
|  | Agency describes a reasonable and well-developed proposal for the implementation of the project(s) proposed that fits into the overall mission/goals/objectives, values, and strategies of the program. |  |  | |
|  | * Describe how the program design is supported by evidence –based/well supported practices. |  |  | |
|  | * Section provides a clear picture of the activities and events that are scheduled to occur. |  |  | |
|  | * Community partners who are supporting service delivery are identified. * The agency’s collaboration and coordination plan with other organizations is clearly described articulated. |  |  | |
| **IV. Organizational Capacity (Section 5.9)** |  | **10 Maximum Points** | | |
|  | * A brief description of the organization’s background/history and structure is provided. |  |  | |
| * Organization’s mission clearly relates to programming. |  |  | |
| * Capacity to serve and reach the target population is provided. |  |  | |
| * Board Member Profile - completed. |  |  | |
| * Organizational Chart is included and provides evidence that there is a support structure in place. |  |  | |
| * Job descriptions are included for all RAP-SS staff positions. |  |  | |
| **V. Sustainability**  **(Section 5.9)** |  | **5 Maximum Points** | | |
|  | * Anticipated Revenue Summary Form – completed. |  |  | |
| * Funding Chart – completed. |  |  | |
| **VII. Budget Accuracy**  **(Section 5.8)** |  | **15 Maximum Points** | | |
|  | * The budget narrative provides justification for the projected expenses, is clearly articulated and is sufficient to support the goals and activities outlined in the proposal. |  |  | |
| * The budget includes supplemental documents, as needed (Indirect Cost Plan, Lease, Copy of most recent Certified Financial Statement/Audit. |  |  | |
| **TOTAL POINTS AWARDED** |  |  | |

**DIRECT CLIENT SERVICES CONTRACT**

**CONTRACTOR INFORMATION**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Contract Agency Name | |  | | | |
| Address\* | |  | | | |
| City, State, Zip Code\*\* | |  | | | |
| Tel #: |  | Fax #: |  | Email: |  |

\*Address where reimbursement for services are mailed or electronically forwarded.

\*\*Please include 4-digit zip code extension

|  |  |  |  |
| --- | --- | --- | --- |
| **Signature Authority** | Name: | | |
| Title: | | |
| Address (if different from above) | |  | |
| City, State, Zip Code | |  | |
| Tel #: | | Fax #: | Email: |

Primary individual authorized to sign contractual documents.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Contractor Administrator\*** | | Name: | | | | |
| Title: | | | | |
| Address (if different from above) | | |  | | | |
| City, State, Zip Code | | |  | | | |
| Tel #: |  | | Fax #: |  | Email: |  |

\*NOTE: Once the contract document is ready for contractor signature, it will be emailed to this individual.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Program Administrator** | | Name: | | | | |
| Title: | | | | |
| Tel #: |  | | Fax #: |  | Email: |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Financial Contact** | | Name: | | | | |
| Title: | | | | |
| Tel #: |  | | Fax #: |  | Email: |  |

|  |  |
| --- | --- |
| Name of Program(s): |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Status: | Public | () Private, Not for Profit | () Private, For Profit |

|  |  |  |
| --- | --- | --- |
| Financial Reporting Period | Beginning Month: | Ending Month: |

|  |  |
| --- | --- |
| **Service Delivery Site(s): \*** |  |

\*Include physical office address.

|  |  |
| --- | --- |
| **Area to be Served:** |  |

|  |  |
| --- | --- |
| **AGENCY WEBSITE:** |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **SERVICES TO BE PROVIDED** | | | | | | |
| (1)  Service | (2)  Service  Code | (3)  Number of Program Participants  Served By Time in Country\*\* | | | (4)  # of Units of Service | (5)  Definition of Unit of Service |
| TOTAL Number**\*** | 0 – 12 Months | 13 – 60 Months |
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\*Duplicated Participants - Clients may receive any combination of services listed above.

\*\* 0-12 Months - Indicates Refugee’s first 12 months living in the United States

13-60 Months - Indicates Refugee has been in the United States for more than 1 year (up to 5 years)

**SCOPE OF WORK**

**Background**

* *Defines the primary goal or mission of the program.*
* *Provide national, state and local statistics.*
* *Provide FY18-19 deliverables for the following services, if provided: # served, # employed, % with health benefits, % employed at the 90th day, # that received ELT, # that received citizenship services, # that received Interpretation/Translation services.* ***Data MUST be pulled from RIS Performance Report (Schedule C-Services Report) for the period July 1, 2018 through June 30, 2019.***

**PURPOSE**

* *Enter # served and list counties being served.*

The purpose of this contract is to assist \_\_\_\_\_ entrants residing in {List county(s)} with transitioning into a new environment, adjusting to cultural differences in the US, and securing employment to attain economic self-sufficiency.  These services will be provided through various educational, social and economic programs.

**Performance Requirements**

* *Defines* ***When*** *(brief synopsis of timeframes)*
* *Defines* ***Where*** *(what is the service area(s))*
* *Defines* ***Who*** *(population served or impacted: define the number of unduplicated participants)*
* *Defines* ***What*** *(activities, tasks, services, deliverables)*
* *Defines* ***How*** *and* ***How Often*** *(how and how often is the service provided)*

**(For each service listed, follow example provided below)**

***Use numbers and not bullets.***

***Do not put in Service Code numbers.***

During the period of July 1, 2019 and June 30, 2020 in the designated service areas, the Contractor, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, shall:

*This is an example of how to capture the last three items:*

1. *Provide Assessment Services to 75 clients* ***(Who)*** *that will contribute to the development of an appropriate plan outlining needed services and referrals. Staff will conduct an intake meeting* ***(How)*** *prior to enrollment for services* ***(How Often)*** *with the individual that include, conducting a comprehensive assessment* ***(What)*** *that identifies aptitude and skills for needed services and potential barriers, obtaining and recording in-depth information* ***(What)*** *and completing the plan* ***(What)****.*

**Board Member Profile**

*List your current board members, their board position and contact information.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of Board Member** | **Title** | **Number of Years on the Board** | **Address** | **Phone Number** |
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**OrganizationAL Chart**

*Input your organization chart here. Position titles ONLY.*

**Job Description(s)**

*Input* ***all*** *required job description(s) here.*

**Performance Measures**

\***\*Must match #’s in SOW Services to be Provided\*\***

**NOTE: DO NOT CHANGE OUTPUTS SERVICE DESCRIPTION OR OUTCOMES MEASURE DESCRIPTION LANGUAGE**

| **OutputS** | | | | **OutcomeS** | |
| --- | --- | --- | --- | --- | --- |
| **Service Code** | **Service** | **Service Description** | **Base**  **Line #** | **Target#** | **Measure Description** | **%** |
| 380 | Case Management | Number of clients who receive case management, emergency, home management and orientation services. |  |  | Outcome #1  Percentage of clients who receive support, direction and services in adjusting to a new environment and culture to achieve academic success, become economically self-sufficient and obtain US citizenship. | 100% |
| 381 | Case Management-New Enrollee | Number of clients who receive case management services for the first time. |  |  |
| 382 | Case Management-Referral | Number of clients who receive case management-referral services. |  |  |
| 909 | Agency / Community Incoming Referral | Number of clients referred from another agency. |  |  |
| 910 | Outreach Services | Number of clients who receive outreach services. |  |  |
| 915 | Assessment Services | Number of clients who receive assessment services. |  |  |
| 920 | Pre-Employment | Number of clients who receive pre-employment services for job placement preparation. |  |  | Outcome #2  Percentage of current and initial job placements divided by Goal. | 100% |
| 921 | Job Development | Number of employers who are contacted to develop job opportunities for clients. |  |  |
| 922 | Employment Follow-Up | Number of clients and their employers who receive follow-up to determine client’s performance and progress on the job. |  |  | Outcome #3  Percentage of clients who will be employed at the 90th day.  The job retention goal for NC is 90% of all job placements. | \_\_\_\_\_% |
| 923 | Employment, ELT, VST, VE Transportation | Number of clients who receive employment, ELI, VST or VE transportation services |  |  | See Outcome #1 & #2 | 100% |
| 924 | Initial Employment | Number of clients who receive initial employment |  |  | Outcome #4  Percentage of clients employed full-time who have health benefits available. (The health benefits goal for FT placements in NC is 89%) | \_\_\_\_\_% |
| 925 | Current Job Placement | Number of clients currently employed after initial employment. |  |  | Outcome #5  Percentage of hourly wage rate achieved.  (The hourly wage rate goal of $8.60 in NC is 100%) | \_\_\_\_\_% |
| 927 | English Language Training Advanced | Number of clients who receive English Language Training (ELT) advanced instruction. |  |  | See Outcome #1 |  |
| 928 | English Language Training (ELT) – Beginner | Number of clients who receive English Language Training (ELT) beginner instruction. |  |  |
| 929 | English Language Training (ELT) – Intermediate | Number of clients who receive English Language Training (ELT) intermediate instruction. |  |  |
| 930 | English Language Training (ELT) | Number of clients who receive English Language Training (ELT) instruction. |  |  |
| 932 | Vocational Skills Training (VST) Completion | Number of employable clients who complete a specific course of skills training or educational program. |  |  | Outcome #6  Percentage of clients who complete a specific course of skills training or educational program.  (Percentage based on 932 VST Completion / 933 + 934 + 938 VST) | \_\_\_\_\_% |
| 933 | Vocational Skills Training (VST)  0 – 30 days | Number of clients who are placed in a vocational skills training program lasting 30 days or less. |  |  | See Outcome #6 |  |
| 934 | Vocational Skills Training (VST)  31 – 90 days | Number of clients who participate in a vocational skills training program for the period of 31-90 days in duration. |  |  |
| 935 | Vocational Skills Training (VST) | Number of clients who participate in a vocational skills training program. |  |  |  |  |
| 936 | Automobile Drivers’ Training | Number of clients who participate in drivers’ training program. |  |  | See Outcome #1 |  |
| 937 | Vocational Education (VE) | Numbers of clients who receive vocational education instruction. |  |  | See Outcome #1 and #2 |  |
| 938 | Vocational Skills Training (VST) (>90 Days) | Number of clients who participate in a vocational skills training program for greater than 90 days in duration. |  |  | See Outcome #6 |  |
| 940 | Skills  Recertification | Number of previously trained clients who receive preparation activities toobtain skills and licenses necessary to resume practice/operation in the USA. |  |  | See Outcome #6 |  |
| 945 | Day Care/ Child  Care | Number of clients who receive day care/child care assistance. |  |  | See Outcome #1 |  |
| 950 | Transportation | Number of clients who receive transportationto participate in program services other than employment relatedservices. |  |  | See Outcome #1 |  |
| 955 | Information & Referral | Number of clients who receive information and referral services. |  |  | See Outcome #1 |  |
| 957 | Health Related Services | Number of clients who receive health related information and referral services. |  |  | See Outcome #1 |  |
| 960 | Citizenship | Number of clients who receive citizenship/immigration services such as application assistance. |  |  | See Outcome #1 |  |
| 961 | US Civics Instruction (CI) and English Language Civics (ELC) Instruction | Number of clients who receive civics instruction on U.S. history and government in order to become naturalized. |  |  | See Outcome #1 |  |
| 962 | Employment Authorization Assistance | Number of clients who receive assistance with completing the Employment Authorization Document to work in the US. |  |  | See Outcome #1 |  |
| 965 | Translation/  Interpretation | Number of clients who receive translation/interpretation services. |  |  | See Outcome #1 |  |
| 970 | On-the-Job Training  (0-30 days) | Number of clients who receive On-the-Job Training for a period of 0-30 days. |  |  | See Outcome #2 |  |
| 971 | On-the-Job Training  (31-90 days) | Number of clients who receive On-the-Job Training for a period of 31-90 days. |  |  |
| 972 | On-the- Job Training  (91-180 days) | Number of clients who receive On-the-Job Training for a period of 91-180 days. |  |  |
| 980 | Parent-Focused Assistance | Number of parents who participate in at least one School Impact or school activity. |  |  | See Outcome #1 |  |
| 981 | After-School Activities | Number of students who receive assistance to support their academic performance. |  |  | See Outcome #1 |  |
| 982 | In-School Services | Number of students who receive assistance with adjustment to school community. |  |  | See Outcome #1 |  |

Refugee Assistance Program

Edited – January 22, 2020

Applicants must complete the following forms

**APPENDIX B**

**CERTIFICATIONS AND ASSURANCES**

* Conflict of Interest Certification and Organizational Conflict of Interest Policy
* Conflict of Interest – Annual Verification
* No Overdue tax Form (non-governmental agencies)
* IRS Tax Exemption Letter and Verification (Non Profit Contractors)
* Federal Certifications
* State Certifications

**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 boards 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

**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 |  |
|  |  |
| Contractor’s Authorized Agent | Date |
|  |  |
| Printed Name of Contractor’s Authorized Agent | Title |
|  |  |
| Signature of Witness | Date |
|  |  |
| Printed Name of Witness | Title |

NCDHHS COIV1015 Conflict of Interest Verification (9.19.13)

**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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ My Commission Expires: \_\_\_\_\_\_\_\_\_\_

(Notary Signature and Seal)

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:
3. The Certification Regarding Nondiscrimination;
4. The Certification Regarding Drug-Free Workplace Requirements;
5. The Certification Regarding Environmental Tobacco Smoke;
6. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
7. The Certification Regarding Lobbying;
8. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
9. [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.

1. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

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**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:
   1. 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;
   2. Establishing a drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor’s policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   3. 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);
   4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
   5. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
   6. 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:
      1. Taking appropriate personnel action against such an employee, up to and including   
         termination; or
      2. 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
   7. 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Contractor will inform the Department of any additional sites for performance of work under this agreement.
2. 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).

1. 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.
2. 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.
3. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
4. 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.
5. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
6. 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**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. Type of Federal Action:  a. contract  b. grant  c. cooperative agreement  d. loan  e. loan guarantee  f. loan insurance | 2. Status of Federal Action:  a. Bid/offer/application  b. Initial Award  c. Post-Award | | 3. Report Type:  a. initial filing  b. material change    **For Material Change Only:**    Year\_\_\_\_\_\_\_\_\_\_\_ Quarter\_\_\_\_\_\_\_\_\_\_\_\_  Date Of Last Report:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 4. Name and Address of Reporting Entity:  Prime  Subawardee Tier (if known) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Congressional District (if known) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:  Congressional District (if known) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| 6. Federal Department/Agency: | | 7. Federal Program Name/Description:  CFDA Number (if applicable) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| 8. Federal Action Number (if known) | | 9. Award Amount (if known) $ | |
| 10. a. Name and Address of Lobbying Entity  (*if individual, last name, first name, MI*):  (*attach Continuation Sheet(s) SF-LLL-A, if necessary*) | | b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*):  (*attach Continuation Sheet(s) SF-LLL-A, if necessary*) | |
| 11. Amount of Payment (*check all that apply*):  $  actual  planned | | 13. Type of Payment (*check all that apply*):  a. retainer  b. one-time fee  c. commission  d. contingent fee  e. deferred  f. other; specify: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| 12. Form of Payment (*check all that apply*):  a. cash  b. In-kind; specify: Nature  Value | |
| 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*): | | | |
|  | | | |
| 15. Continuation Sheet(s) SF-LLL-A attached:  Yes  No | | | |
| 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. | | Signature:  Print Name:  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone No: Date: | |
| Federal Use Only | | | Authorized for Local Reproduction  Standard Form - LLL |

State Certifications

Contractor Certifications Required by North Carolina Law

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

* Article 2 of Chapter 64: <http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf>
* G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
* Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
* G.S. 105-164.8(b): <http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf>
* G.S. 143-48.5: <http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html>
* G.S. 143-59.1: <http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf>
* G.S. 143-59.2: <http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf>
* G.S. 143-133.3: <http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html>
* G.S. 143B-139.6C: <http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf>

Certifications

1. Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
2. Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor’s subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://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:
4. 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
5. [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.

1. 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.
2. 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.
3. The undersigned hereby certifies further that:
4. He or she is a duly authorized representative of the Contractor named below;
5. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
6. He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -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.

**REQUEST FOR APPLICATION (RFA)**

**NORTH CAROLINA REFUGEE SOCIAL SERVICE PROGRAM # 9002-21**

**CHECKLIST**

1. Cover Page signed in blue ink, scan and Email \_\_\_\_\_\_\_\_\_\_

2. Proposal Summary (1 page limit) - Email Word Document \_\_\_\_\_\_\_\_\_\_

3. Scope of Work Document - Email Entire Word Document \_\_\_\_\_\_\_\_\_\_

4. Budget – Email Excel Document \_\_\_\_\_\_\_\_\_\_

5. Budget Narrative - Email Word Document \_\_\_\_\_\_\_\_\_\_

6. Contractor Qualifications and Capacity \_\_\_\_\_\_\_\_\_\_

7. Cost Allocation Plan - Email Word Document \_\_\_\_\_\_\_\_\_\_

8. All Certifications and Assurances included in RFA signed in blue ink, scan and Email \_\_\_\_\_\_\_\_\_\_

9. Additional Documents - signed in blue ink, scan and Email

FFATA Form (Federal Funding Accountability and Transparency Act \_\_\_\_\_\_\_\_\_\_

Central Contractor Registration Verification \_\_\_\_\_\_\_\_\_\_

Indirect Cost Plan \_\_\_\_\_\_\_\_\_\_

Signed Lease Agreement \_\_\_\_\_\_\_\_\_\_

Copy of Vehicle Registration IF budgeting Vehicle Transportation Expenses \_\_\_\_\_\_\_\_\_\_

Signature Authority Letter \_\_\_\_\_\_\_\_\_\_