



## Request for Applications

RFA # A244

### Early Intervention Services and Family Support

**FUNDING AGENCY:** North Carolina Department of Health and Human Services,  
Division of Public Health  
Early Intervention Branch

**ISSUE DATE:** November 28, 2011

**DEADLINE DATE:** January 16, 2012

**INQUIRIES and DELIVERY INFORMATION:**

Direct all inquiries concerning this RFA to:  
Sherry Franklin, Quality Improvement Unit Manager at 919-707-5520 or  
Sherry.Franklin@dhhs.nc.gov

**Applications will be received until 5:00 pm on Monday, January 16, 2012**

Electronic copies of the application are available by request.

Send all applications directly to the funding agency address as indicated below:

**Mailing Address:**

NC Division of Public Health  
Early Intervention Branch  
1916 Mail Service Center  
Raleigh, NC 27699-1916

**Street/ Hand Delivery Address:**

5605 Six Forks Road  
Raleigh, NC 27609

**IMPORTANT NOTE:** Indicate agency/organization name and RFA number on the front of each application envelope or package, along with the RFA deadline date.

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## **I. INTRODUCTION**

Under Part C of IDEA (Individuals with Disabilities Education Act), the Early Intervention (EI) Branch in the Women's and Children's Health Section of the Division of Public Health (DPH) is the lead agency for services to young children aged birth to 3 years with developmental disabilities who reside in North Carolina. A statewide system of early intervention services is mandated in federal legislation of Part C of IDEA. In NC, the local lead agencies for the EI program are Children's Developmental Services Agencies (CDSAs). In state fiscal year 2010-2011, the statewide Early Intervention program received 20,488 referrals and enrolled 19,523 children.

The North Carolina Infant-Toddler Program (NC ITP) has a deep commitment to increasing family and community involvement. Another goal is to provide support to enhance the capacity of families to meet their child's needs and enhance their development. NC ITP strives to connect families with the appropriate resources.

## **II. BACKGROUND**

In September, 2011, new federal regulations were issued guiding the Individuals with Disabilities Education Act, the federal legislation governing the NC ITP. An overarching philosophy for the federal legislation under which the early intervention program is funded is family involvement and partnership. States must strive to ensure a family-centered, culturally diverse approach in the creation of policies and procedures and in service delivery. Part C of IDEA requires that nineteen services are made available to eligible children and their families. These services are provided through a variety of mechanisms. These services will enable children and families to meet other service goals on the child's Individualized Family Service Plan (IFSP).

### III. SCOPE OF SERVICES

The major goals of this initiative include creating a reimbursement mechanism to address three of the required early intervention services. Another goal is to reimburse families and vendors for activities that build strong family partnerships within the Infant Toddler Program. DPH NC ITP is seeking applicants who demonstrate the ability to create efficient and effective statewide reimbursement mechanisms to ensure families and vendors are paid in a timely manner (usually within two weeks of receiving notification from the CDSA, which includes contact information of the family or vendor and amount approved for reimbursement). Details are as follows:

- a) Create a mechanism to ensure that families are reimbursed for authorized respite and transportation services. The contractor will directly reimburse families who have paid for these services. The contractor will also directly reimburse vendors for authorized assistive technology devices to ensure that these devices are made available to children enrolled in the North Carolina Infant-Toddler Program in a timely manner. These three services are defined as follows:

**Assistive Technology Services and Devices** refers to any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of children with disabilities. Assistive technology service means a service that directly assists a child with a disability in the selection, acquisition, or use of an assistive technology device.

**Respite Services** refers to a time-limited, intermittent family support service that enables parents to participate in or receive other early intervention services in order to meet the outcomes on the child's and family's Individualized Family Service Plan. Examples include the parent participating in sign language classes in order to assist the child in developing communication skills, meeting with a psychologist to design appropriate behavioral management strategies when the child is exhibiting inappropriate behavior, attending Individualized Family Service Plan meetings and reviews, and obtaining counseling or psychological services for himself.

**Transportation** and related costs include the cost of travel (e.g., mileage reimbursement, or travel by taxi, common carrier, or other means) and other costs (e.g., tolls and parking expenses) that are necessary to enable a child eligible under the Infant-Toddler Program and the child's family to receive early intervention services.

- b) Create a mechanism through which families can be reimbursed for family partnership activities. These activities will include: participating as a team member in focused monitoring visits; participating in orientation and desk audits prior to a focused monitoring site visit; assisting with policy development; participating as a member of an interview team; facilitating meetings; assisting in the development of family interview tools; designing family related materials, facilitating or participating in family focus or stakeholder groups, and evaluating family centered practices across the early intervention program. Involving families will improve service design and delivery and ultimately improve outcomes for the children and families served. Reimbursable activities include family stipend, mileage, meals and conference registrations. In

addition, the program is responsible for responding to formal complaints filed by families. Mediation is often a strategy used to resolve complaints. The contractor will create a mechanism to reimburse mediators for their time and per diem costs.

The funding period for the contract awarded through this competition will begin on June 1, 2012 and end on May 31, 2015. The maximum funding for all activities included in this RFA is \$406,000 per fiscal year. Funds will be available annually for three fiscal years based on satisfactory performance and continuing availability of funds. Travel cost should be computed at rates up to the current State regulations.

The Applicant(s) shall submit an application for all of the activities listed below:

- Create and implement a reimbursement mechanism to reimburse families for transportation and respite services
- Create and implement a reimbursement mechanism to pay vendors for authorized assistive technology devices
- Create and implement a reimbursement mechanism to pay families and mediators for family partnership activities

Private Non-Profit and Public agencies are eligible to submit applications for this RFA.

#### **IV. GENERAL INFORMATION ON SUBMITTING APPLICATIONS**

**1. Award or Rejection**

All qualified applications will be evaluated and award made to that agency or organization whose combination of budget and service 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 applicants will be notified by Thursday, February 2, 2012.

**2. Decline to Offer**

Any agency or organization that receives a copy of the RFA but declines to make an offer is requested to send a written "Decline to Offer" to the funding agency. Failure to respond as requested may subject the agency or organization to removal from consideration of future RFAs.

**3. Cost of Application Preparation**

Any cost incurred by an agency or organization in preparing or submitting an application is the agency's or organization's sole responsibility; the funding agency will not reimburse any agency or organization for any pre-award costs incurred.

**4. Elaborate Applications**

Elaborate applications in the form of brochures or other presentations beyond that necessary to present a complete and effective application are not desired.

**5. Oral Explanations**

The funding agency will not be bound by oral explanations or instructions given at any time during the competitive process or after awarding the grant.

**6. Reference to Other Data**

Only information that is received in response to this RFA will be evaluated; reference to information previously submitted will not suffice.

**7. Titles**

Titles and headings in this RFA and any subsequent RFA are for convenience only and shall have no binding force or effect.

**8. Form of Application**

Each application must be submitted on the form provided by the funding agency, and will be incorporated into the funding agency's Performance Agreement (contract).

**9. Exceptions**

All applications are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions. The attachment of other terms and conditions by any agency or organization may be grounds for rejection of that agency or organization's application. Funded agencies and organizations specifically agree to the conditions set forth in the Performance Agreement (contract).

**10. Advertising**

In submitting its application, agencies and organizations agree not to use the results therefrom or as part of any news release or commercial advertising without prior written approval of the funding agency.

**11. Right to Submitted Material**

All responses, inquiries, or correspondence relating to or in reference to the RFA, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the agency or organization will become the property of the funding agency when received.

**12. Competitive Offer**

Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any application submitted in response to this RFA thereby certifies that this application has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.

**13. Agency and Organization's Representative**

Each agency or organization shall submit with its application the name, address, and telephone number of the person(s) with authority to bind the agency or organization and answer questions or provide clarification concerning the application.

**14. Subcontracting**

Agencies and organizations may propose to subcontract portions of work provided that their applications clearly indicate the scope of the work to be subcontracted, and to whom. All information required about the prime grantee is also required for each proposed subcontractor.

**15. Proprietary Information**

Trade secrets or similar proprietary data which the agency or organization does not wish disclosed to other than personnel involved in the evaluation will be kept confidential to the extent permitted by NCAC TO1: 05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL." Any section of the application that is to remain confidential shall also be so marked in boldface on the title page of that section.

**16. Participation Encouraged**

Pursuant to Article 3 and 3C, Chapter 143 of the North Carolina General Statutes and Executive Order No. 77, the funding agency invites and encourages participation in this RFA by businesses owned by minorities, women and the disabled, including utilization as subcontractor(s) to perform functions under this Request for Applications.

**17. Contract**

The Division will issue a contract to the recipient of the RFA funding. Expenditures can begin immediately upon receipt of a completely signed contract.

## V. APPLICATION PROCUREMENT PROCESS AND APPLICATION REVIEW

The following is a general description of the process by which applicants will be selected for funding for this project.

### 1. **Announcement of the Request for Applications (RFA)**

The announcement of the RFA and instructions for receiving the RFA are being sent to prospective agencies and organizations via direct mail, email, and/or Program website. The announcement will be posted at the following DHHS website on 11/28/2011: <http://www.ncdhhs.gov/grantopportunities/currentopportunities.htm>.

### 2. **Distribution of the RFA**

RFAs will be sent via email to interested agencies and organizations beginning 11/28/2011. The RFA will also be available at the Program website: [www.bearly.nc.gov](http://www.bearly.nc.gov).

### 3. **Bidder's Connect Pro Meeting / Question & Answer Period**

All prospective applicants are encouraged to participate in a Bidder's Connect Pro Meeting on Tuesday, December 13, 2011 from 10:00 AM – 11:30 AM. To participate, dial-in to 1-877-685-5350, and enter pass-code 480537. The meeting will be available at the following link: <https://ncpublichealth.ncgovconnect.com/r59312711/>. If you have never attended a Connect Pro Meeting before, test your connection at [https://ncpublichealth.ncgovconnect.com/common/help/en/support/meeting\\_test.htm](https://ncpublichealth.ncgovconnect.com/common/help/en/support/meeting_test.htm). A quick overview can be accessed at [http://www.adobe.com/go/connectpro\\_overview](http://www.adobe.com/go/connectpro_overview).

All questions about the RFA must be submitted to [Sherry.Franklin@dhhs.nc.gov](mailto:Sherry.Franklin@dhhs.nc.gov), (919) 707-5520, by 12/16/2011. As an addendum to this RFA, a summary of all questions and answers will be available at the Program website, [www.bearly.nc.gov](http://www.bearly.nc.gov), by 12/22/2011.

### 4. **Applications**

Applicants shall submit an original and five (5) copies of the application. All copies shall include the required attachments. In addition, applicant organizations shall submit an electronic version of the application, line item budget and budget narrative on a rewriteable CD-RW disc with the “hard” copies, or as an e-mail attachment to [Sherry.Franklin@dhhs.nc.gov](mailto:Sherry.Franklin@dhhs.nc.gov). Electronic submission will not be accepted in lieu of an original. Faxed applications will not be accepted.

### 5. **Original Application**

The original application must contain original documents, and all signatures in the original application must be original. Mechanical, copied, or stamped signatures are not acceptable. The original application should be clearly marked “original” on the application face sheet.

### 6. **Copies of Application**

Along with the original application, submit 5 photocopies of the application in its entirety. All 5 copies shall include the required attachments. Copies of the application should be clearly marked “copy” on the application face sheet.

**7. Format**

The application must be typed, single-side on 8.5” x 11” paper with margins of 1”. Line spacing should be single-spaced. The font should be easy to read and no smaller than an 11-point font.

**8. Application Deadline**

All applications must be received by the Department of Health and Human Services by 5:00 P.M. on Monday, January 16, 2012. Faxed or e-mailed applications *will not* be accepted in lieu of the original and required number of hard copies. Original signatures are required. Note: If the US Postal Service is used, allow sufficient time for delivery to the funding agency by 5:00 PM, close of business, on January 16, 2012.

**9. Receipt of Applications**

Applications from each responding agency and organization will be logged into the system and stamped with the date received on the cover sheet.

**10. Review of Applications**

Applications are reviewed by a multi-disciplinary committee of public and private health and human services providers who are familiar with the subject matter. Staff from applicant agencies may not participate as reviewers.

Applications will be evaluated by a committee 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. Agencies and organizations are cautioned that this is a request for applications, and the funding agency reserves the unqualified right to reject any and all applications when such rejections are deemed to be in the best interest of the funding agency.

**11. Request for Additional Information**

At their option, the application reviewers may request additional information from any or all applicants 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 reviewers are not required to request clarification. Therefore, all applications should be complete and reflect the most favorable terms available from the agency or organization.

**12. Audit**

Please be advised that successful applicants may be required to have an audit in accordance with G.S. 143C-6-22 and G.S. 143C-6-23 as applicable to the agency’s status.

**13. Assurances**

The contract may include assurances that the successful applicant would be required to execute prior to receiving a contract as well as when signing the contract.

#### **14. Additional Documentation to Include with Application**

All applicants are required to include documentation of their tax identification number.

Those applicants which are private non-profit agencies are to include a copy of an IRS determination letter regarding the agency's 501(c)(3) tax-exempt status. (This letter normally includes the agency's tax identification number, so it would also satisfy that documentation requirement.)

In addition, those private non-profit agencies are to provide a completed, signed, and notarized page verifying continued existence of the agency's 501(c)(3) status. (An example of this page is provided in section *VII.7 Verification of 501(c)(3) Status*.)

#### **15. Federal Certifications**

Agencies or organizations receiving Federal funds would be required to execute Federal Certifications regarding Non-discrimination, Drug-Free Workplace, Environmental Tobacco Smoke, Debarment, Lobbying, and Lobbying Activities. A copy of the Federal Certifications is included in this RFA for your reference (see Appendix A). Federal Certifications should NOT be signed or returned with application.

#### **16. Additional Documentation Prior to Contract Execution**

Contracts require more documentation prior to contract execution. After the award announcement, agencies will be contacted about providing the following documentation:

- a. A completed and signed letter from the agency's Board President/Chairperson identifying individuals as authorized to sign contracts. (A reference version appears in Appendix B.)
- b. A completed and signed letter from the agency's Board President/Chairperson identifying individuals as authorized to sign expenditure reports. (A reference version appears in Appendix C.)
- c. Documentation of the agency's DUNS number. Documentation consists of a copy of communication (such as a letter or email correspondence) from Dun & Bradstreet (D&B) which indicates the agency or organization's legal name, address, and DUNS number. In lieu of a document from D&B, a copy of the agency or organization's CCR record is acceptable.

If your agency does not have a DUNS number, please use the D&B online registration (<http://fedgov.dnb.com/webform>) to receive one free of charge. (DUNS is the acronym for the Data Universal Numbering System developed and regulated by D&B.)

Contracts with private non-profit agencies require additional documentation prior to contract execution. After the award announcement, private non-profit agencies will be contacted about providing the following documentation:

- a. A completed, signed, and notarized statement which includes the agency's Conflict of Interest Policy. (A reference version appears in Appendix D.)

- b. A completed, signed, and notarized page certifying that the agency has no overdue tax debts. (A reference version appears in Appendix E)

Note: At the start of each calendar year, all agencies with current DPH contracts are required to update their contract documentation. These agencies will be contacted a few weeks prior to the due date and will be provided the necessary forms and instructions.

**17. Registration with Secretary of State**

Private non-profit applicants must also be registered with the North Carolina Secretary of State to do business in North Carolina, or be willing to complete the registrations process in conjunction with the execution of the contract documents. (See [www.secretary.state.nc.us/corporations](http://www.secretary.state.nc.us/corporations).)

**18. Application Process Summary Dates**

- 11/28/2011: Request for Applications released to eligible applicants.
- 12/13/2011: Bidder's Connect Pro Meeting.
- 12/16/2011: End of Q&A period. All questions due in writing by 5pm.
- 12/22/2011: Q&A posted on [www.bearly.nc.gov](http://www.bearly.nc.gov) as an addendum to the RFA.
- 01/16/2012: Applications due by 5pm.
- 02/02/2012: Successful applicant will be notified.
- 06/01/2012: Contract begins.

## **VI. EVALUATION CRITERIA**

### **SCORING OF APPLICATIONS**

Applications shall be scored based on the responses to the four application content areas. Each content area shall be scored on a scale of 1 to 4 based on the scale below:

- |          |                  |  |
|----------|------------------|--|
| <b>1</b> | <b>POOR</b>      | Applicant only marginally addressed the application area.        |
| <b>2</b> | <b>AVERAGE</b>   | Applicant adequately addressed the application area.             |
| <b>3</b> | <b>GOOD</b>      | Applicant did a thorough job of addressing the application area. |
| <b>4</b> | <b>EXCELLENT</b> | Applicant provided a superior response to the application area.  |

Each content area will be weighted and the score of 1 to 4 will be multiplied by the assigned weight of the content area. (If the content area has a weight = 10 and it is rated 4, excellent, the total will be 40 points.) The highest total score is 100 points. The scoring procedure is described below:

**1. Determination of Need and Local/County/Regional Services:**

Weight = 5, Total maximum points = 20

Score distribution: 5 = poor; 10 = average; 15 = good; 20 = excellent.

**2. Capacity Statement/Sustainability:**

Weight = 5, Total maximum points = 20

Score distribution is: 5 = poor; 10 = average; 15 = good; 20 = excellent.

**3. Strategic Plan:**

Weight = 10, Total maximum points = 40

Score distribution is: 10 = poor; 20 = average; 30 = good; 40 = excellent.

**4. Letters of Commitment and Support:**

Weight = 5, Total maximum points = 20

Score distribution: 5 = poor; 10 = average; 15 = good; 20 = excellent.

**Each of the content areas will be scored according to the numerical values stated above.**

## VII. APPLICATION

### Application Checklist

The following items must be included in the application. Please use a binder clip at the top left corner on each copy of the application and assemble the application in the following order:

— **Cover Letter** (item 1)

— **Application Face Sheet** (item 2)

— **Applicant's Response** (item 3)

— **Project Budget** (item 4)

Applicants must use the budget form included in the application. Indirect costs are allowed and shall not exceed 10%.

Provide budget proposals for each year:

(6/1/12 to 5/31/13 and 6/1/13 to 5/31/14 and 6/1/14 to 5/31/15).

Complete template for each budget year.

The narrative documentation should include justification of all expenses.

Provide the amount of funding requested by the applicant agency.

Each program expense listed should be clearly linked to program activities.

— **Indirect Cost Rate Approval Letter** (item 5)

— *IRS Documentation:*

- **IRS Letter Documenting Your Organization's Tax Identification Number** (item 6) (public agencies)

or

- **IRS Determination Letter Regarding Your Organization's 501(c)(3) Tax-exempt Status** (item 6) (private non-profits)

and

- **Verification of 501(c)(3) Status Form** (item 7) (private non-profits) (An example of this page is provided in section VII.7)

## **1. Cover Letter**

The application must include a cover letter, on agency letterhead, signed and dated by an individual authorized to legally bind the Applicant.

Include in the cover letter:

- the legal name of the Applicant agency
- the RFA number
- the Applicant agency's federal tax identification number
- the Applicant agency's DUNS number
- the closing date for applications.

## 2. Application Face Sheet

This form provides basic information about the applicant and the proposed project with Early Intervention Services and Family Support, including the signature of the individual authorized to sign “official documents” for the agency. This form is the application’s cover page. Signature affirms that the facts contained in the applicant’s response to RFA # A244 are truthful and that the applicant is in compliance with the assurances and certifications that follow this form and acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below.

1. Legal Name of Agency:	
2. Name of individual with Signature Authority:	
3. Mailing Address (include zip code+4):	
4. Address to which checks will be mailed:	
5. Street Address:	
6. Contract Administrator: Name: Title:	Telephone Number: Fax Number: Email Address
7. Agency Status (check all that apply): <input type="checkbox"/> Public <input type="checkbox"/> Private Non-Profit <input type="checkbox"/> Local Health Department	
8. Agency Federal Tax ID Number:	9. Agency DUNS Number:
10. Agency’s URL (website):	
11. Agency’s Financial Reporting Year:	
12. Current Service Delivery Areas (county(ies) and communities):	
13. Proposed Area(s) To Be Served with Funding (county(ies) and communities):	
14. Amount of Funding Requested	
15. Projected Expenditures: Does applicant’s state and/or federal expenditures exceed \$500,000 for applicant’s current fiscal year (excluding amount requested in #12)      Yes <input type="checkbox"/> No <input type="checkbox"/>	
The facts affirmed by me in this application are truthful and I warrant that the applicant is in compliance with the assurances and certifications contained in NC DHHS/DPH Assurances Certifications. I understand that the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. The governing body of the applicant has duly authorized this document and I am authorized to represent the applicant.	
16. Signature of Authorized Representative:	17. Date

### **3. Applicant's Response**

#### **I Abstract**

Include a one-page abstract that briefly describes your proposal, including what kind of agency is applying, services that will be offered, the location of your proposed activities, and any other information helpful in providing an overview.

#### **II Program Plan**

Write a summary of how the agency will respond to any/all items identified in the *Scope of Services* on pages 6-7 of this document. Include measurable goals, activities, and a timeline.

#### **III Agency Ability**

Summarize the agency's structure, background, goals, and experience:

- Explain when, how, and why the organization was started.
- Describe the agency's mission statement and/or statement of goals, purpose, and philosophy and how these relate to the proposal.
- Describe the agency's history with operating reimbursement systems.
- Describe any partnerships with the North Carolina Infant Toddler Program.
- Describe agency's ability to partner and communicate effectively with families and vendors.
- Discuss significant events in your agency's history (if pertinent).
- Describe the staff that will be carrying out activities. Link staff members to the specific activities they will conduct. Give staff qualifications including education, experience and significant accomplishments.

#### **IV Evaluation**

Summarize the agency's evaluation plan:

- Describe how you will document the activities of your project (gather, process data).
- Describe the plan to evaluate the effectiveness of the activities.

#### **V Please be sure to include all attachments listed in the Application Checklist**

#### 4. Project Budget

PERSONNEL	Annual Salary	Fringe Benefits	Percent paid by this contract (for example, type 50, not 50%)	Budgeted Amounts, State Funds
State funded Staff 1 (insert name & job title)				\$ -
State funded Staff 2 (insert name & job title)				\$ -
State funded Staff 3 (insert name & job title)				\$ -
State funded Staff 4 (insert name & job title)				\$ -
State funded Staff 5 (insert name & job title)				\$ -
State funded Staff 6 (insert name & job title)				\$ -
State funded Staff 7 (insert name & job title)				\$ -
State funded Staff 8 (insert name & job title)				\$ -
State funded Staff 9 (insert name & job title)				\$ -
State funded Staff 10 (insert name & job title)				\$ -
Copy/insert additional rows for more staff				
<b>Personnel Subtotal</b>	\$ -	\$ -	0.00	\$ -

**Justification - enter brief description of staff duties for each staff listed for the work in this contract. Also describe the calculation for fringe benefits requested.**

PROFESSIONAL SERVICES, CONTRACTED AND PURCHASED SERVICES

				<b>Amount</b>
State funded Vendor 1 (insert name)				
State funded Vendor 2 (insert name)				
<b>Contracts Subtotal</b>				\$ -

Justification - enter description of each vendor and deliverables expected. Include rationale for amount.

EQUIPMENT (itemize all equipment)	Number	Cost per item	Budgeted Amount
State funded equipment			\$ -
State funded equipment			\$ -
<b>Equipment Subtotal</b>			\$ -

Justification - enter description of equipment to purchase. Explain the method of calculating the cost if different from above.

STAFF TRAVEL

	Total miles	Cost per mile	Budgeted Amount
State funded Mileage			\$ -
	Number of nights	Cost per night	Total Cost
State funded Lodging, Instate			\$ -

	# of breakfasts	# of lunches	# of dinners	Total Cost (State rate)
State funded Meals, Instate				\$ -
Travel, Out of state				
<b>Staff Travel Subtotal</b>				\$ -

**Justification - enter purpose of travel requiring mileage reimbursement, lodging and meals. Provide locations of all overnight trips. For all out of state travel, describe the basis for the requested budget. Reimbursement will not be allowed for above the state rates: Mileage: .55 cents per mile; Instate meal maximums: \$8.00 for breakfast, \$10.45 for lunch, and \$17.90 for dinner; Instate lodging maximum (excluding tax): \$63.90 per night. Out of state meal maximums: \$8.00 for breakfast, \$10.45 for lunch, and \$20.30 for dinner; out of state lodging maximum (excluding tax): \$75.60 per night. If the contractor requests reimbursement for lodging above the state rate, a BDA should be approved in advance of the travel.**

OTHER OPERATING EXPENSES				Budgeted Amount
Conference/Training/Meeting expenses				
Educational Materials				
Incentives				
Phone/Telecommunications				
Postage				
Printing/Duplication				
Rent				
Supplies				
Utilities (if not included in rent)				
(insert additional rows for more categories)				
<b>Other Subtotal</b>				\$ -

**Justification - describe method of determining cost of each operating expenses included in budget above.**



## 5. Indirect Cost Rate Approval Letter

If indirect cost is requested, appropriate documentation is required. Documentation must be either:

- 1) A copy of the indirect cost approval letter to the contractor from the cognizant federal agency; or
- 2) In situations where a non-governmental entity does not receive funds directly from a federal agency and where no federal cognizant agency is designated, an indirect cost rate may be established using criteria and cost principles outlined in the applicable federal circular. Depending upon the type of organization, the following federal circulars/regulations apply:

- State, Local and Indian Tribal Governments 2 CFR Part 225& ASMB C-10
- Educational Institutions OMB Circular A-21
- Hospitals 45 CFR Part 74
- Private Non-Profit Organizations 2 CFR Part 230
- For Profit Organizations (other than hospitals) 48 CFR Part 31

Under these conditions, a person or firm, preferably one knowledgeable of this subject should establish the rate. This person or firm should not be associated with the audit firm that conducts an audit of the entity's records. Once a rate has been established, this person or firm should certify in writing to the non-governmental entity that the rate has been established in accordance with the above applicable federal circular and that the documentation should be maintained and made available to any auditor requesting such information. The entity should also provide a copy of the letter to any and all agencies with which they contract and from whom they wish to claim reimbursement of indirect costs.

## **6. IRS Letter**

### *Public Agencies:*

Provide a copy of a letter from the IRS which documents your organization's tax identification number. The organization's name and address on the letter must match your current organization's name and address.

### *Private Non-profits:*

Provide a copy of an IRS determination letter which states that your organization has been granted exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. The organization's name and address on the letter must match your current organization's name and address.

This IRS determination letter can also satisfy the documentation requirement of your organization's tax identification number.

**7. Verification of 501(c)(3) Status Form**

**Verification of 501 (C) (3) Status**

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

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
Signature of Chairman, Executive Director, or other authorized official

\_\_\_\_\_  
Title of above signed authorized official

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Signature and Seal

Notary's commission expires \_\_\_\_\_, 20 \_\_\_\_.

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The Appendices are provided as a reference only.

Applicants are **not to complete** these documents at this time **nor return them** with the RFA response.

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**APPENDIX A: FEDERAL CERTIFICATIONS**

**The undersigned states that:**

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

He or she **has completed** the referenced **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 referenced **Disclosure of Lobbying Activities** because the Contractor **has not made**, and **has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

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

Reference only — Not for signature

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Contracting Agency’s Legal Name Date

**[This Certification must be signed by the same individual who signed the Contract.]**

\*\*\*\*\*

**I. Certification Regarding Nondiscrimination**

**The Contractor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to

nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

\*\*\*\*\*

## **II. Certification Regarding Drug-Free Workplace Requirements**

1. The Contractor certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - B. Establishing a drug-free awareness program to inform employees about:
    - (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;
  - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph A;
  - D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the agreement, the employee will:
    - (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;
  - E. Notifying the Department within ten days after receiving notice under subparagraph D(2) from an employee or otherwise receiving actual notice of such conviction;
  - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph D(2), 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
  - G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E and F.

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address No. 1:

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City, State, Zip Code:

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Street Address No. 2:

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City, State, Zip Code:

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

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### 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**

- a. **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.
- b. 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.

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**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. Standard Form SF-LLL and its instructions are located at the following URL: <http://www.whitehouse.gov/omb/assets/omb/grants/sflllin.pdf>
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.

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**APPENDIX B: LETTER TO IDENTIFY INDIVIDUALS TO SIGN CONTRACTS**

**Letter from Board President/Chairperson Identifying  
Individuals as Authorized to Sign Contracts**

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I, \_\_\_\_\_, Board President/Chairperson of  
\_\_\_\_\_ [Agency/Organization's legal name]

hereby identify the following individual(s) who is (are) authorized to sign **Contracts** for the organization named above:

Printed Name	Title
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Reference only — Not for signature

Signature	* Title	Date
	<i>* Indicate if you are the Board President or Chairperson</i>	

The fiscal year of the above named agency runs from months \_\_\_\_\_ to \_\_\_\_\_.

**APPENDIX C: LETTER TO IDENTIFY INDIVIDUALS TO SIGN EXPENDITURE REPORTS**

**Letter from Board President/Chairperson  
Identifying Individuals as Authorized to Sign  
Contract Expenditure Reports**

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I, \_\_\_\_\_, Board President/Chairperson of  
\_\_\_\_\_ [Organization's legal name] hereby  
identify the following individual(s) who is (are) authorized to sign **Contract Expenditure  
Reports** for the organization/agency named above:

Printed Name	Title	Signature
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Reference only — Not for signature

_____ Signature	_____ * Title	_____ Date
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*\* Indicate if you are the Board President or Chairperson*

**APPENDIX D: NOTARIZED STATEMENT AND CONFLICT OF INTEREST POLICY**

**Notarization of Conflict of Interest Policy**

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State of North Carolina, County of \_\_\_\_\_

I, \_\_\_\_\_, Notary Public for said County and State, certify that \_\_\_\_\_ [Name of Board Chair or Authorized Official] personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_ [Title] of \_\_\_\_\_ [Organization's full legal name] 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Signature and Seal  
Notary's commission expires \_\_\_\_\_, 20 \_\_\_\_.

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***Instruction for Organization:***  
Sign below and attach the organization's Conflict of Interest Policy which is referenced above.

Reference only — Not for signature

\_\_\_\_\_  
Signature of above named Organization Official

## Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

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

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

Approved by:

Reference only — Not for signature

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Legal Name of Organization

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Signature of Organization Official

---

Title of Organization Official

---

Date

**APPENDIX E: NO OVERDUE TAX DEBTS CERTIFICATION**

**State Grant Certification – No Overdue Tax Debts<sup>1</sup>**

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To: State Agency Head and Chief Fiscal Officer

**Certification:**

We certify that the \_\_\_\_\_  
[Organization’s full legal 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. 143-34(b)**.

**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 Second Authorizing Official],  
respectively, of \_\_\_\_\_

[Agency/Organization’s full legal name] of \_\_\_\_\_ [City] in the State 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.

Reference only — Not for  
signature

**Board Chair**

Reference only — Not for  
signature

Title

Date

Signature

Title of Second Authorizing Official

Date

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Reference only — Not for signature

\_\_\_\_\_  
Notary Signature and Seal

Notary’s commission expires \_\_\_\_\_, 20\_\_.

<sup>1</sup> 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.”