



April 2, 2013

SUBJECT: RFA 3-13 Children's Trust Fund

Dear Prospective Bidder:

You are invited to submit an application for the above subject RFA for the Commonwealth of Pennsylvania, Department of Public Welfare in accordance with the attached Request for Application (RFA) 3-13.

All applications must be submitted as follows: Technical Submittal: one (1) original and four (4) copies and Cost Submittal: one (1) original and four (4) copies. Applicants must also submit two complete and exact copies of proposed submittals; and one copy of the redacted version of the Technical Submittal on CD-ROM in Microsoft Office or Microsoft Office compatible format to the Pennsylvania Department of Public Welfare, Division of Procurement, Room 402, Health and Welfare Building, 625 Forster Street, Harrisburg, PA 17120. **Applications must be received at the above address no later than two o'clock P.M. (2:00 P.M.) on May 24, 2013. Late Applications will not be considered regardless of the reason.**

All questions should be directed to the Deborah Wise, Project Officer, Department of Public Welfare, Office of Child Development and Early Learning via e-mail dewise@pa.gov **no later than 2:00 p.m. on April 10, 2013.** Contractors will be provided with answers to questions asked by any one contractor.

In addition, a Pre-Proposal Webinar will be held at 9:00 a.m. on April 15, 2013 the registration link is www.center-school.org/ctf.

Applications **must** be signed by an official authorized to bind the vendor to its provisions. Also, please include your Federal Identification Number, SAP Vendor Number and the Point of Contact's email address on the cover sheet of your application. Evaluation of applications and selection of vendors will be completed as quickly as possible after receipt of application.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel R. Boyd". The signature is written in a cursive style.

Daniel R. Boyd
Director of Procurement

Attachments

REQUEST FOR APPLICATIONS

FOR

CHILDREN'S TRUST FUND

RFA # 3-13

Date of Issuance

April 2, 2013

ISSUING OFFICE:

Commonwealth of Pennsylvania

Department of Public Welfare

Office of Administration

Procurement Section

Room 402 Health and Welfare Building

625 Forster Street

Harrisburg, PA 17120

Website:

<http://www.emarketplace.state.pa.us/Search.aspx>

Enter Solicitation #: **3-13**

RFA PROJECT OFFICER:

Deborah Wise

Department of Public Welfare

Office of Child Development and Early Learning

Address: 333 Market Street, 6th Floor

Harrisburg, PA 17126-0333

E-mail: dewise@pa.gov

Fax: (717) 346-9330

Website: www.pactf.org

**REQUEST FOR APPLICATIONS FOR
CHILDREN’S TRUST FUND
RFA #3-13**

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Attachments

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- Attachment 2 Grant Agreement and Grant Signature Page
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Riders

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- Rider 5 State and Federal Funding Assurance Statement
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**REQUEST FOR APPLICATIONS FOR
CHILDREN'S TRUST FUND
RFA #3-13**

CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit Questions via email to RFA Project Officer	Potential Applicants	April 10, 2013
Deadline to register for pre-proposal webinar	Potential Applicants	April 12, 2013
Pre-proposal Webinar	Potential Applicants and DPW	April 15, 2013 9:00 a.m.
Answers to Potential Applicants' questions posted to the DGS website (http://www.dgsweb.state.pa.us/RTA/Search.aspx) no later than this date	Issuing Office	April 24, 2013
Please monitor website for all communications regarding the RFP	Potential Applicants	-----
Applications must be received by the Issuing Office at: Department of Public Welfare Division of Procurement Room 402 Health and Welfare Building 625 Forster Street Harrisburg, Pennsylvania 17120	Applicants	May 24, 2013 2:00 pm.

PART I

GENERAL INFORMATION

I-1. Statement of Purpose and General Award Information.

The purpose of the Children's Trust Fund (CTF) grants, which operate under the administration of the CTF Board and the Department of Public Welfare (DPW), is to promote innovative and creative primary and secondary child abuse and neglect prevention programs in community-based settings in order to prevent the first occurrence of abuse and neglect of children in the Commonwealth. Any community-based organization located and operating in Pennsylvania that provides direct services and meets specific criteria in this Request for Applications (RFA) is eligible to apply for a CTF grant.

Through this RFA, CTF funds are available for up to a three-year grant cycle that begins November 1, 2013 to support innovative and creative community-based child abuse and neglect prevention projects that address the prevention strategies noted in *Part I, Section I-4* and this RFA and appropriately target areas of need. The maximum CTF grant award is \$40,000 per year for up to three years. Selected grantees must provide a minimum *local* match of 25 percent of the requested CTF grant award for the first year. Second and third grant years require a 50 percent match of the requested grant award. The continuation of CTF grants each year of the three year cycle is contingent upon the availability of funds and successful evaluation of the project.

I-2. Issuing Office.

This RFA is issued for the Commonwealth by the Department of Public Welfare's Bureau of Financial Operations, Division of Procurement, on behalf of the Office of Child Development and Early Learning (OCDEL) and the CTF Board. The RFA Project Officer is the sole point of contact in the Commonwealth for this RFA. The Issuing Office and the RFA Project Officer are listed on the cover page of this RFA.

I-3. Scope.

This RFA contains instructions governing the requested applications, including the requirements for the information and material to be included; a description of the service to be provided; requirements which applicants must meet to be eligible for consideration; evaluation criteria; and other requirements specific to this RFA.

I-4. RFA Focus Statement.

Selected grantees will use evidence-based or evidence-informed programs or practices to provide comprehensive support services that will strengthen families and build protective factors to prevent child abuse and neglect.

I-5. Type of Grant.

If DPW and CTF award grants as a result of this RFA, they will enter into grant agreements (Attachment 2), containing the Riders as attached to this RFA. DPW will use information from selected Applications to complete Rider 2 through 5 of the Agreements. DPW, in its sole discretion, may undertake negotiations with applicants whose proposals, in the judgment of DPW, show them to be qualified, responsible and capable of performing the Project.

I-6. Term of Grant.

The term of any grant agreements will commence on November 1, 2013 and will end no later than October 31, 2016. The selected grantees shall not start the performance of any work prior to the effective date of the grant agreement.

I-7. Incurring Costs.

The Commonwealth is not liable for any costs incurred by the applicant in preparation and submission of its application, in participating in the RFA process or for any service or work performed or expenses incurred prior to the effective date and issuance of a fully executed grant agreement.

I-8. Pre-proposal Conference.

A pre-proposal webinar will be held as specified in the Calendar of Events to provide an opportunity to ask questions related to this RFA. The pre-proposal webinar is the only opportunity for applicants to ask questions and discuss the specifics of this RFA and the application package.

Attendance at the pre-proposal webinar is optional. The webinar will be coordinated by the Center for Schools and Communities, and a registration link is located on their website at www.center-school.org/ctf. The deadline for registration is specified in the Calendar of Events.

I-9. Questions & Answers.

If an applicant has any questions regarding this RFA prior to the webinar, the applicant must submit the questions via email (with the subject line "RFA #3-13 Question") to the

RFA Project Officer named on the cover page of the RFA. The applicant shall not attempt to contact the RFA Project Officer by any other means. The applicant may also ask questions during the pre-proposal webinar. No questions will be answered before the pre-proposal webinar. Any answers furnished during the webinar will not be official until they have been verified, in writing, by DPW. The Issuing Office shall post all written answers to the questions submitted on the Department of General Services' (DGS) website at <http://www.emarketplace.state.pa.us/Search.aspx>, Solicitation #: 3-13, as an attachment to the RFA. No questions will be accepted, either verbally or in writing, after the end of the pre-proposal webinar.

I-10. Addenda to the RFA.

If DPW deems it necessary to revise any part of this RFA before the application response date, the Issuing Office will post an addendum to the RFA on the DGS website listed above. All questions and answers generated from the pre-proposal webinar are considered an addendum to, and part of, this RFA, and will also be posted on the DGS website. Each applicant shall be responsible for monitoring the DGS website for new or revised RFA information. DPW shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFA or formally issued as an addendum by the Issuing Office.

I-11. Vendor Registration.

In order to do business with the Commonwealth of Pennsylvania, applicants are required to enroll in the Commonwealth's SAP accounting system. Applicants may enroll, if not already enrolled, at www.vendorregistration.state.pa.us/ or by calling toll-free at 1-877-435-7363 or locally at 717-346-2676. This process may be completed during the application process and will expedite the grant execution process, should the applicant be chosen to receive a grant.

I-12. Response Date and Grounds for Disqualification.

To be considered for selection, hard copies of applications are due and must be received and date-stamped by the Issuing Office by the date and time specified in the Calendar of Events. DPW will not accept applications via email or facsimile transmission.

Applications received and date-stamped any time after the due date and time specified, including those that are late due to the delivery service used, will automatically be disqualified and will not be opened for review. Applicants who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which applications are to be returned is closed on the application response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the

Issuing Office otherwise notifies applicants. The hour for submission of applications shall remain the same.

I-13. Submission Instructions.

To be considered for selection, applicants must submit a complete response to this RFA, using the checklist included as **Attachment 3** to ensure that all required items requested within this RFA are completed and submitted as part of the application package. Applicants must submit one original and four (4) binder-clipped copies of the entire application (Technical and Cost portions), as well as a complete and exact copy of the entire application (Technical and Cost portions) on a USB Flash drive. The CD or Flash drive should clearly identify the Applicant and include the name and version number of the virus scanning software that was used to scan the Flash drive before it was submitted. An official authorized to bind the applicant to the grant provisions must sign the application and grant signature page.

The applicant shall make no other distribution of its application to any other applicant or Commonwealth official or Commonwealth consultant. If DPW selects the applicant's proposal for award, the contents of the selected applicant's proposal will become obligations of the grant, except to the extent the contents are changed through negotiations.

Each applicant submitting a proposal specifically waives any right to withdraw or modify it, except that the applicant may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An applicant or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An applicant may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification, which complies with the RFA requirements.

I-14. General Eligibility Criteria.

Applicants must submit their applications by the due date and time specified, in the format outlined in *RFA Submission Checklist (Attachment 3)*. The application must be signed by an individual(s) who is/are authorized to bind the applicant to the grant provisions.

Any organization or agency located and operating in Pennsylvania may apply for CTF funding to implement innovative and creative community-based child abuse and neglect prevention programs as outlined in this RFA. Applicants may submit only one application for this RFA. No single entity may be the primary recipient of more than one CTF grant at any time. Current CTF grantees may apply for a new grant during the third or final

year of their current grant. Former and current CTF grantees must complete #8 of the Applicant Information Form (Attachment 1).

Organizations with multiple partners may apply as one entity. Each organization's role should be clearly addressed and understood with one partner designated as the primary grantee and contact point. The primary grantee's SAP identification number must be indicated on the Applicant Information Form.

If an applicant is currently subcontracting with a CTF grantee, the applicant must receive 25 percent or less of the current grantee's CTF award to be eligible for funding under this RFA.

Programs that provide *primary* and *secondary* child abuse and neglect prevention services, as opposed to tertiary prevention services, will be eligible for funding. Research literature strongly suggests that primary prevention is most often the least expensive and most effective means of solving a wide range of social problems, including child abuse and neglect. It is proactive, providing help before a crisis begins. Primary and secondary prevention efforts take measures to keep abuse and neglect from occurring for the first time in a family and build on family strengths, as opposed to focusing solely on family deficits.

Primary prevention includes services that promote the general welfare of children and families by *preventing the first occurrence* of child abuse and neglect. Primary prevention services are available to the general public and there is no screening for child abuse risk. Secondary prevention includes services that identify children and families who are in circumstances where there is an increased risk for child abuse and neglect. Although these families are thought to be at greater risk, the provision of service is also to *prevent the first occurrence* of child abuse and neglect. Tertiary prevention services are services that provide intervention-based or treatment services and are not eligible for funding, as described in the Ineligible Programs section below.

Ineligible Programs:

Programs that provide intervention-based or treatment services to families where maltreatment has already occurred are considered tertiary prevention services. The goal of these types of services is to prevent further maltreatment and to break the family cycle of abuse. CTF grants are not to be used to fund services that focus on symptomatic behaviors that are the result of specific incidences of child abuse and neglect. Programs providing tertiary prevention services are not eligible for funding.

The CTF Board, in its sole discretion, may disqualify any program it finds to be programmatically or clinically unsound or that does not meet the eligibility requirements stated in this RFA. Based on the findings of the CTF Evaluation Committee, applicants chosen for funding may be requested to make revisions to their

program work statements, as part of the grant negotiation process, at the discretion of the CTF Board.

Conflict of Interest:

All members of the CTF Board are bound by applicable state law regarding conflict of interest in granting or receiving funds from the Children's Trust Fund. No organization shall be barred from applying for funding from the Children's Trust Fund solely because an employee or board member of the organization is also a Children's Trust Fund Board member. However, that board member shall recuse himself or herself from any discussion or deliberation regarding that organization's application or funding. Please refer to **Appendix A** for a listing of CTF Board members.

I-15. Restriction of Agreement.

From the issue date of this RFA until DPW selects the applications for grant awards, the RFA Project Officer is the sole point of contact concerning this RFA. Any violation of this condition may be cause for DPW to reject the offending applicant's proposal. If DPW later discovers that the applicant has engaged in any violations of this condition, DPW may reject the offending applicant's proposal or rescind its grant award.

I-16. Economy of Preparation.

Applicants should prepare proposals simply and economically, providing a straightforward, concise description of the applicant's ability to meet the requirements of the RFA.

I-17. Use of Electronic Versions of this RFA.

This RFA is being made available by electronic means. If an applicant electronically accepts the RFA, the applicant acknowledges and accepts full responsibility to insure that no changes are made to the RFA. In the event of a conflict between a version of the RFA in the applicant's possession and the Issuing Office's version of the RFA, the Issuing Office's version shall govern.

I-18. Alternate Applications.

DPW has identified the basic approach to meeting its requirements, allowing applicants to be creative and propose their best solution to meeting these requirements. Therefore, DPW will not accept alternate applications.

I-19. Application Confidentiality.

DPW is not requesting and does not require confidential proprietary information or trade secrets to be included as part of the application. Applicants should not label application submissions as confidential or proprietary. Any applicant who determines that it must divulge such information as part of its application must submit a signed written statement to that effect and must additionally provide a redacted version of its application, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

After a grant is executed, however, applications are considered public record under the *Commonwealth Right-to-Know Law*, and, therefore, are subject to disclosure. All material submitted with the application becomes the property of the Commonwealth of Pennsylvania and may be returned only at DPW's option. DPW, in its sole discretion, may include any person other than competing applicants on the evaluation committee. The Commonwealth may use any or all ideas presented in any application regardless of whether the application becomes part of a grant.

I-20. Discussions for Clarification.

Applicants may be required to make an oral or written clarification of their applications to DPW to ensure thorough mutual understanding and applicant responsiveness to the solicitation requirements. The RFA Project Officer will initiate requests for clarification.

In addition, DPW may request additional information, which, in the DPW's opinion, is necessary to assure that the applicant's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFA.

DPW may make investigations as deemed necessary to determine the ability of the applicant to perform, and the applicant shall furnish to DPW all requested information and data. DPW may reject any application if the evidence submitted by, or investigation of, such applicant fails to satisfy DPW that such applicant is properly qualified to carry out the obligations of the RFA and to complete the grant as specified.

I-21. Rejection of Applications.

DPW may, in its sole and complete discretion, reject any application received in response to this RFA.

I-22. Debriefing Conferences.

Applicants whose proposals are not selected will be notified of the name of the selected grantees and given the opportunity to be debriefed. The RFA Project Officer will schedule the time and location of the debriefing. The debriefing will not compare the

applicant with other applicants, other than the position of the applicant's proposal in relation to all other applicant proposals.

I-23. Notification of Selection.

DPW will notify the selected applicants in writing of its selection for negotiation after DPW has determined, taking into consideration all of the evaluation factors, the applications that are the most advantageous to DPW.

I-24. Prime Grantee Responsibilities.

The grant will require the selected applicant to assume responsibility for all services offered in its application whether it produces them itself or by subcontract. DPW will consider the selected applicant to be the sole point of contact with regard to Program matters.

I-25. News Releases.

Applicants shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this project until after the grant is executed. News releases and other public communications must be forwarded to the RFA Project Officer for review.

I-26. Applicant's Representations and Authorizations.

By submitting its application, each applicant understands, represents, and acknowledges that:

- a. All of the applicant's information and representations in the application are material and important, and DPW may rely upon the contents of the application in making awards.
- b. The applicant has arrived at the price(s) and amounts in its application independently and without consultation, communication, or agreement with any other applicant or potential offer.
- c. The applicant has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an applicant or potential applicant for this RFA, and the applicant shall not disclose any of these items on or before the submission deadline.
- d. The applicant has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting an application, or to submit an application higher than this application, or to submit any intentionally high or noncompetitive application or other form of complementary application.

- e. The applicant makes its application in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive application.
- f. To the best knowledge of the person signing the application, the applicant, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last *four* years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the applicant has disclosed in its proposal.
- g. To the best of the knowledge of the person signing the application and except as the applicant has otherwise disclosed, the applicant has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the applicant that is owed to the Commonwealth.
- h. The applicant is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the applicant cannot so certify, then it shall submit along with its application a written explanation of why it cannot make such certification.
- i. The applicant has not made, under separate contract with the DPW, any recommendations to DPW concerning the need for the services described in its application or the specifications for the services described in the application.
- j. Each applicant, by submitting its application, authorizes Commonwealth agencies to release to the Commonwealth information concerning the applicant's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- k. Until the selected applicant receives a fully executed and approved written agreement from DPW, there is no legal and valid agreement, in law or in equity, and the applicant shall not begin to perform.

PART II

PROGRAM REQUIREMENTS AND WORK STATEMENT

II-1. Description of Program Requirements.

Statement of Purpose

The best way to prevent child abuse is to help parents [and caregivers] develop the skills and identify the resources they need to understand and meet their children's emotional, physical, and developmental needs and protect their children from harm. [A] key to success is providing prevention services that are evidence based. This means that rather than relying on assumptions or "common sense," research has been conducted to demonstrate that a particular service improves outcomes for children and families. This helps service providers feel confident in what they are doing. It can also help justify a program's continued funding when resources are scarce.¹

Selected grantees will use evidence-based or evidence-informed programs or practices to provide comprehensive support services that will strengthen families and build protective factors to prevent child abuse and neglect.

Applicant Requirements

Applicants will:

1. Choose from the menu of evidence-based and evidence-informed programs and practices below that support families in building protective factors and strengthening families' effective functioning to prevent child abuse and neglect. The chosen methods must meet the needs of the overall population in the proposed service area.

Menu of Evidence-Based and Evidence-Informed Programs and Practices²

Evidence-Based and Evidence-Informed Programs: Prevention program descriptions classified by CBCAP evidence-based and evidence-informed categories

[Click here to open the document in pdf format](#)

For more information about evidence-based and evidence-informed practice, refer to **Appendix C.**

2. Demonstrate how the chosen evidence-based or evidence-informed programs or practices are aligned with the Strengthening Families™ Protective Factors Framework. For more information about the Strengthening Families™ Protective Factors Framework, refer to **Appendix D.**

¹ Child Welfare Information Gateway, <https://www.childwelfare.gov/pubs/factsheets/preventingcan.cfm#prevention>

² FRIENDS National Resource Center for CBCAP; <http://friendsnrc.org/cbcap-priority-areas/evidence-base-practice-in-cbcap>

3. Collaborate and coordinate with *overarching county or community collaborative or advisory groups and services that focus on children and families and child abuse and neglect prevention issues* to identify needs, avoid duplication of services and assure sustainability of the services. This includes, *but is not limited to*:
 - the county children and youth agency (required);
 - school districts, Intermediate Units, and early and/or K-12 education programs;
 - health departments; and
 - other early childhood, home visitation, child abuse and neglect prevention and family support services within the community.

Collaborative efforts to prevent child abuse and neglect require a significant shift in ownership so that everyone in a community believes they have a role in keeping children safe and supporting families. This collaboration involves parents, the public child protection agency, community-based child abuse and neglect prevention service providers, schools and the early care and education community to enhance sustainable prevention efforts that increase and promote safety, stability and well-being for all families, build upon families' strengths, and support protective factors. Therefore, in addition to having knowledge of resources and referral networks within the community, the process of assessing and evaluating ongoing community data and service strategies that impact parents, their children and families to identify needs, avoid duplication of services and assure sustainability of the services will also be integral parts of the application.

II-2. Work Statement. 15 page limit.

The CTF Board has identified the following five work statement sections, which must be addressed within the Work Statement (WS), attached as Rider 2 of this RFA. Eighty-five percent (85%) of the total score will be based on the Work Statement and five percent (5%) will be based on the Applicant Information Form (Attachment 1). Each Work Statement section is listed below by percentage of the total score. Please refer to Section IV-4 for a complete scoring percentage breakdown for all application sections.

WS Section 1 - Program Design (35%)

This section will include a description of the program design as required within this RFA, which identifies the chosen evidence-based or evidence-informed programs or practices that will help to build protective factors for the families who will be served, the specific strategies, methods, and timelines that will be used within the proposed program, demographic and other pertinent risk behavior information for the target population and the community being served, and will clearly detail for reviewers what the program will look like when in operation.

A. Service Strategies

1. Identify the evidence-based or evidence-informed program or practice that will be used and describe the evidence that supports its effectiveness.
2. Describe the specific service strategies and methods that will be used to provide comprehensive support to identified families and how the strategies will be delivered with fidelity to the model. This includes, but is not limited to, details on the service schedule, the number and type of contacts that will be made within a particular time period and the length and content of the services provided.
3. Describe how the chosen evidence-based program/practice and service strategies align with the Strengthening Families™ Protective Factors Framework as well as the strategies identified in the Strengthening Families™ Logic Model (refer to Appendix D). Detail how they will enhance the participating families' understanding of the protective factors.
4. Create, in a chart format, a realistic timeline for implementation and delivery of the program over the three-year grant period. The chart must be included in the 15-page limit.

B. Target Population

1. Briefly describe the overall county/community's socio-economic and cultural demographics. Applicants may include data, information and/or needs assessment results and sources from *the last three years* - do not attach a needs assessment to this application.
2. Provide demographic and other pertinent risk behavior data on the specific target population that will be served by the proposed program. Applicants may include data, information and/or needs assessment results and sources from *the last three years* - do not attach a needs assessment to this application.
3. Describe how it was decided and by whom that the proposed program is needed to meet the needs of the target population and the community as a whole.
4. Identify the anticipated number of families, broken down by parents/caregivers and children, who will be served each year of the grant.
5. Identify the number of Full-Time Equivalent (FTE) staff that will be involved in the provision of services. Include the amount and type of contact that is expected with each program participant.

6. Describe how age-, culturally- and linguistically-appropriate services will be provided to program participants *whether or not* your community has substantial diversity by race and ethnicity and English Language Learner status in the target population. If not, describe what you would do to address these issues if they should arise.

WS Section 2 - Outcomes, Indicators and Evaluation (15%)

Improving participant outcomes is the hallmark of a program – “*Did the strategies and services implemented result in better conditions for those participating in the program?*” The content and structure of programs implemented under CTF grants will vary, and the data that will be collected and tracked will depend upon the evidence-based or evidence-informed programs or practices that are chosen.

In addition to data that applicants will be required to collect as part of their chosen evidence-based/evidence-informed program, for the purposes of this grant, common outcomes and indicators across program models have been determined. Applicants will be required to collect data on selected program-level outcomes and indicators that align with the Strengthening Families Protective Factors Framework.

Indicators answer the question: What would I see or hear that would tell me that an outcome was being achieved? Indicators are concrete, specific descriptions of what you will measure.³ Specifically, a *program level indicator* is a measure of a condition of the population that the program directly serves. *Outcomes* describe *who will do what* as a result of your services. Outcomes can be short-term, usually changes in attitude, beliefs and knowledge; intermediate, which can be developing and practicing new skills; or long term, including permanent changes at an individual level or changes that create an impact on larger social structures.⁴

The following chart outlines the program-level outcomes and indicators related to the Strengthening Families Protective Factors Framework that are required to be collected as part of this grant. Please complete the “Assessment Method” column of this chart, in addition to answering the narrative questions for this section of the Work Statement. *The chart must be included in the 15-page limit of the Work Statement.*

³ <http://friendsnrc.org/evaluation-toolkit/127-indicators>

⁴ <http://friendsnrc.org/evaluation-toolkit/126-outcomes>

Broad Outcome Area	Participant Outcomes	Indicators and Performance Targets	Assessment Method(s)
Healthy Child Development	Participating parents understand typical child development	Increase number and percent of participating parents who: <ul style="list-style-type: none"> • Demonstrate knowledge of age-appropriate expectations for their children’s abilities 	
Safe and Stable Families	Participating parents consistently demonstrate positive interactions with their children	Increase number and percent of participating parents who: <ul style="list-style-type: none"> • Demonstrate consistent positive parent-child interactions, including positive discipline techniques 	
	Participating parents demonstrate ability to or state they know how to access additional services to meet their basic needs	Increase number and percent of participating parents who: <ul style="list-style-type: none"> • Demonstrate knowledge of how to access supports and services/ ability to care for child’s needs <p>(This indicator refers to the health and safety of the parent and child: a basic need refers to food, housing, clothing, baby supplies – WIC, diapers, hygiene supplies.)</p>	
	Participating parents have a mutual support network of family, friends, and neighbors, including other program participants that they use for support and assistance when needed	Increase number and percent of participating parents who: <ul style="list-style-type: none"> • Have access to formal and informal social supports from family, friends, neighbors, other program participants 	

Additionally, within this section, applicants will detail program assessment methods for the required outcomes and indicators, as well as explain their methods for ensuring continuous quality improvement in their programs. Continuous quality improvement (CQI) is defined as the “complete process of identifying, describing, and analyzing strengths and problems and then testing, implementing, learning from, and revising solutions.”⁵

⁵ *Using Continuous Quality Improvement to Improve Child Welfare Practice: A Framework for Implementation*; National Child Welfare Resource Center for Organizational Improvement and Casey Family Programs; May 2005; <http://muskie.usm.maine.edu/helpkids/rcpdfs/CQIFramework.pdf>.

1. Describe how the proposed service strategies/methods that will be carried out as part of the chosen evidence-based/evidence-informed program align with the required indicators in the chart above.
2. Detail the tools and methods outlined in the above chart for tracking each of the required indicators to ensure overall effectiveness of the program. Many indicators rely on parent interview and/or staff observation. Describe how this will be accomplished. Indicate other tools/methods you will use to obtain this information. One such method may be the Strengthening Families Protective Factors Survey.⁶
3. Describe methods for ensuring continued quality improvement in services offered. Describe the systems that exist or will be implemented to review the program strategies and services offered to families to ensure the ongoing quality of services.

WS Section 3 - Collaborative Relationships and Coordination of Services (15%)

Collaborative efforts should be one of the first steps made in the program planning, implementation and evaluation process to ensure that the proposed program is a worthwhile and necessary endeavor and compliments the broader system of service delivery in the community. Applicants must demonstrate their participation in collaborative efforts within the community and service integration among various agencies in order to identify the needs of a community, to avoid any duplication of services and to ensure sustainability of efforts.

A. Collaborative Relationships

1. Describe your involvement with existing overarching county or community child abuse and neglect prevention collaborative or advisory groups and/or other collaborative efforts that focus on children and families. Describe the groups' purpose, types of participants, and the groups' accomplishments related to ensuring service integration and sustainability.
2. Describe your county children and youth agency's involvement in the proposed program, including the design and implementation of the program.
3. List your partners directly involved and the role each will play in the design, implementation, evaluation and sustainability of the proposed program.

B. Coordination of Services

1. Describe your understanding of and coordination with other child abuse and neglect prevention/family strengthening and support programs within your service area.

⁶ *Protective Factors Survey*; FRIENDS National Resource Center for Community-Based Child Abuse Prevention in partnership with the University of Kansas Institute for Educational Research & Public Service; <http://friendsnrc.org/protective-factors-survey>.

Include information on how your proposed program will help to create or strengthen the continuum of services for families and children in the community.

2. Describe the community resources and existing referrals and linkages that will be used to help strengthen and support families and their children. Detail how service providers will effectively share this information with families when a need is present.

WS Section 4 – Agency Experience and Human Resources (10%)

Applicants must ensure that their past service delivery experience, as well as the number, education and experience of the direct service providers meet the needs of the program. Additionally, staff should have an annual training plan in place to receive ongoing professional development that enables them to understand new research and best practices that guide their work.

1. Demonstrate your agency's past experience in each of these three areas:
 - delivering child abuse and neglect prevention/family strengthening and support programs and services in the proposed service area;
 - delivering evidence-based or evidence-informed programs and practices with fidelity; and
 - providing services to the proposed target population identified in this application.
2. Describe the program supervision and FTE staffing needed to provide the services. Include the responsibilities for each position, as well as the education and experience of each staff person that will enable them to effectively establish a relationship with the families they will serve.
3. Describe the annual training plan for grantee agency staff and how this training will enable staff to improve the delivery of services to the target population.
4. Identify subcontractors, including education and experience of staff, who will be working on the project and your specific plans to assure the quality of their work, if applicable.

WS Section 5 - Program Sustainability (10%)

Sustainability planning is a key element for programs to ensure continuation and support of quality prevention planning and efforts. Applications must include a strategy that will be used to obtain ongoing funding and to secure broad-based community support of the program services and the overall program philosophy, which will ensure its continuation within the community. Early sustainability planning from the onset of program development is a critical element in program continuation.

1. Describe specific short-term beginning at program inception and long-term over the duration of the grant strategies that will be used to solicit and obtain continued funding for the proposed program.
2. Identify potential strategies for longitudinal follow-up with the children and families who participated in the project to determine if identified long-term outcomes have been maintained.

II-3. Applicant Information Form.

Five percent (5%) of the total score will be based on the information provided in *Attachment 1 – Applicant Information Form*. This document is a snapshot of the overall proposed program. Please address all questions in the information form:

- * Contact information for the applicant agency, including the county and CTF region in which the applicant agency is located (refer to Appendix B for CTF regions).
- * A summary chart of the proposed number of families, broken down by children and parents/caregivers, to be served by the program for each grant year. The proposed number to be served will be more fully detailed within the Work Statement. The proposed number should be based on the needs of the service area and the types of service strategies that will be employed.
- * An overview of the requested CTF budget and local match budget for the proposed services for each year of the grant.
- * A list of local match contributors for the first year of the grant.
- * A list of the subcontracted agencies, if any, that will be part of the design and/or implementation of the program.
- * A brief summary of the implementing agency's overall mission and how it aligns with this RFA. Include information about the mission of any subcontracting agencies as well.
- * If the applicant is a former CTF grantee, provide a brief summary of the previously-funded program.
- * Include the signatures of all parties involved in the planning, design and implementation of the program under #9. The applicant agency contact and the county children and youth agency director or designee are *required*.

PART III

COST GUIDELINES

III-1. Cost Guidelines.

Ten percent (10%) of the total score will be based on the total cost of the project, including local match, *and how it relates to the services proposed within the Work Statement*. Applicants will complete and submit a budget form (Rider 3 excel document), along with a detailed budget narrative, for each year of the grant. These forms will comprise Rider 3 of the agreement.

The maximum amount of CTF funds that will be awarded to any one grantee is \$40,000 for each year for up to three years, for a total of \$120,000. Indirect Costs are limited to two percent (2%) of the requested grant amount.

Selected applicants must provide a minimum *local* match of 25 percent of the requested CTF grant award for the first year of the grant. For the second and third grant years, selected grants must provide a 50 percent match of the requested grant award. The local match has two parts, cash and in-kind. *At least 50 percent of the total match must be cash*. The balance may be either cash or in-kind. Local matching funds may not be from a state or federal source. Following is an example:

Year One:

CTF Grant:	\$ 40,000
<u>Minimum Total Match:</u>	<u>\$ 10,000</u> (minimum <i>cash</i> match \$5,000)
Total Project Budget:	\$ 50,000

Years Two and Three:

CTF Grant:	\$ 40,000
<u>Minimum Total Match:</u>	<u>\$ 20,000</u> (minimum <i>cash</i> match \$10,000)
Total Project Budget:	\$ 60,000

Applicants must submit a Local Match Verification Letter, Rider 4, for all match contributions provided in the first year of the grant only. Please use one form for each match contributor. Each Match Letter must be signed by the match contributor, indicate the amount and type of match being contributed – cash or in-kind, and provide a short

description of how the match will be used within the proposed program. The total amount of match indicated in the combined first-year match letters must be equal to the total amount of match indicated on the first-year budget form. Match Letters for subsequent grant years will be collected before the start of each grant year during the grant review process, should an applicant be chosen for funding.

Within Rider 5, State and Federal Funding Assurance, applicants must list all sources of state and federal funds received by the applicant agency as a whole. By signing this form, the applicant is ensuring that no state and/or federal funds received by the agency will be used as match for the CTF grant.

Opportunities for continued professional development are an integral part of program development. *Therefore, all CTF grantees are required to allocate a total of at least \$500 within each budget year (under line item 390) to attend appropriate professional development events.* All grantees will be invited to attend a statewide CTF meeting, held annually. This meeting is not required, but grantees are strongly encouraged to attend. Additionally, first-year grantees will be required to attend a New Grantee Orientation meeting held in the first month of the grant. Grantees will be required to outline their annual staff training plan and report on all professional development opportunities attended within the Quarterly Program Report.

PART IV

CRITERIA FOR SELECTION

IV-1. Mandatory Responsiveness Requirements.

To be eligible for selection, an application must be:

- a. received by the due date and time;
- b. properly signed by the applicant.

IV-2. Technical Nonconforming Proposals.

DPW may, in its sole discretion, waive technical or immaterial nonconformities in an applicant's proposal.

IV-3. Evaluation.

The CTF is administered by a 15-member board, composed of three members of the Senate, three members of the House of Representatives and nine public members appointed by the Governor and confirmed by the Senate. The CTF Board will appoint an Evaluation Committee who will competitively score the applications received based on pre-approved evaluation criteria. Each application is reviewed and scored on its own merits. The process for soliciting and reviewing applications and recommending CTF awards will be as follows:

- An announcement regarding the availability of the RFA is sent directly to those agencies and organizations already on the CTF mailing list. The entire application packet is available on the DGS website at, <http://www.emarketplace.state.pa.us/Search.aspx>, Solicitation #: 3-13.
- Hard copies of the application packet may be obtained by contacting the RFA Project Officer.
- Applications must be received and date-stamped by the Issuing Office per the time schedule stated in the RFA. DPW and CTF staff will perform a preliminary review of each application to ensure that all mandatory requirements have been met.
- The CTF Evaluation Committee will review all applications that pass the preliminary review. The CTF Evaluation Committee will evaluate and score each application individually, both technical and cost portions, and make a recommendation for funding to the full CTF Board based on this selection process.

- The CTF Board will vote on the Evaluation Committee's recommendation at the next scheduled Board meeting. Grant announcements will be made after the CTF Board and DPW approve the Evaluation Committee's recommendations.
- Applicants will be notified by letter as to whether or not they have received a CTF award. A required orientation meeting will be held for selected grantees in November. Applicants not funded are given the opportunity for a debriefing interview.

IV-4. Criteria for Selection.

- a. **Technical:** Refer to the checklist in **Attachment 3** for all items that must be submitted as part of the technical portion of the application. Applicants must address the five sections of the Work Statement (refer to *Part II* for further guidance; the Work Statement template is attached as Rider 2). Applicants must also complete the Applicant Information Form (Attachment 1) listing their contact information, summarizing the number of children and families proposed to be served, providing an overview of the proposed budget, and having all parties involved in the planning of the program sign the application.
- b. **Cost:** Refer to the checklist in **Attachment 3** for all items that must be submitted as part of the cost portion of the application. Applicants may apply to develop projects up to a maximum grant amount of \$120,000 over three year, \$40,000 each year, to achieve their stated goals. The cost of the project will be a selection factor but will not necessarily be the deciding factor in the selection process.
- c. **Score Percentage Breakdown:** Ninety percent (90%) of the total score will be based on the technical portion of the application – five percent (5%) for the Applicant Information Form and eighty-five percent (85%) for the Work Statement. Ten percent (10%) of the total score will be based on the total cost of the project *and how it relates to the services proposed in the Work Statement*; however, the CTF Board may renegotiate any budget prior to approval.

Evaluation of the entire application will be based on the following:

	Percent of Total Score	Application Section
Rider 2 Work Statement	35	Program Design
	15	Outcomes, Indicators and Evaluation
	15	Collaborative Relationships and Coordination of Services
	10	Human Resources and Professional Development
	10	Program Sustainability
Att. 1	5	Applicant Information Form
Rider 3	10	Cost/Budget
	100	Total Score

- d. **Equitable Distribution of Funds:** To assure an equitable geographic distribution of funds, the CTF Board will fund at least one project in four of the seven CTF Regions across the Commonwealth. A state map of CTF Regions is included as **Appendix B**.

**PENNSYLVANIA CHILDREN’S TRUST FUND
APPLICANT INFORMATION FORM RFA #3-13**

1. Applicant Agency Information

1a. Full Legal Name of Applicant Agency	
1b. Legal Address	
1c. County and CTF Region where applicant agency located (see App. B)	
1d. Applicant’s Commonwealth SAP Vendor Number (see Section I-11 of RFA)	
1e. Type of Agency (i.e. private non-profit, 501(c)(3) status, private for-profit, public)	

2. a. Program Contact – please identify the main contact person for the grant program

Name	
Title	
Address	
Phone	
Fax	
E-mail	

b. Fiscal Contact – please identify the person responsible for fiscal issues for the grant

Name	
Title	
Address (for payment)	
Phone	
Fax	
E-mail	

3. Program Information

3a. Name of Program	
3b. Check the number of years, up to three years, of funding requested from CTF:	<input type="checkbox"/> One Year <input type="checkbox"/> Two Years <input type="checkbox"/> Three Years
3c. Name the geographic area(s) that will be served by the proposed program.	

3d.	<i>Estimate the numbers of families, broken down by parents and children, to be served for each year: (Add lines and/or columns as needed).</i>			
	Families	Parents/Caregivers	Children	Other
Year One				
Year Two				
Year Three				

4. Budget Summary

Year One	CTF Grant	25% Local Match	Total
Personnel			
Operations			
Fixed Assets			
Total			
Year Two	CTF Grant	50% Local Match	Total
Personnel			
Operations			
Fixed Assets			
Total			
Year Three	CTF Grant	50% Local Match	Total
Personnel			
Operations			
Fixed Assets			
Total			

5. Match Contributors (Year One)

List all local match contributors for the first grant year only. Indicate the amount and type (cash/in-kind) of local match that will be provided. Add lines as needed.

Match Contributor	Amount of Local Match (\$)	Type of Local Match (cash/in-kind)

6. Subcontracting Agencies

List all subcontracting agencies and the amount and percent of the CTF award each will receive as a subcontracting collaborating agency in the project. Please indicate if a subcontracting agency currently receives its own CTF grant. Add lines as needed.

Subcontracting Agency Name	Amount/Percent of CTF Award	Subcontractor currently a CTF grantee?

7. Executive Summary

Please describe the implementing agency's, as well as any subcontracting agency's, overall mission and how it aligns with the requirements of this RFA. Do not use additional pages.

8. Current or Former CTF Grantee Statement

Has the applicant agency received a CTF grant in prior years? Yes No

If yes, in the space below: (Use additional pages if necessary)

- indicate which year(s) you received CTF funding and provide a description of the former CTF project;
- provide information about whether or not the project continued after CTF funding expired/will expire;
- provide a summary of the program evaluation; and
- compare the former or current project and the newly proposed project and describe the reasons for developing the new project.

9. Signature Page

Please have all parties involved in the planning and implementation of the proposed program sign the following (add additional pages if necessary):

I/We have reviewed the CTF grant application and are in agreement with its submission.

Signature of Applicant Agency representative (required):

Signature of other party involved in planning and implementation (if applicable):

Signature Date

Signature Date

Print Name:

Print Name:

Title/Agency:

Title/Agency:

Signature of Program Contact if different from above (required):

Signature of other party involved in planning and implementation (if applicable):

Signature Date

Signature Date

Print Name:

Print Name:

Title/Agency:

Title/Agency:

Signature of County Children and Youth Director or designee (required):

Signature of other party involved in planning and implementation of program (if applicable):

Signature Date

Signature Date

Print Name:

Print Name:

Title/Agency:

Title/Agency:

Signature of chair or head of local or county community collaborative board (if applicable):

Signature of other party involved in planning and implementation of program (if applicable):

Signature Date

Signature Date

Print Name:

Print Name:

Title/Agency:

Title/Agency:

GRANT AGREEMENT

Applicants: Do not complete this portion of the grant agreement. Please review the entire document and sign and submit the last page of this document only.

This GRANT AGREEMENT is made this ____ day of _____ 2013, between the COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF PUBLIC WELFARE ("Department"), and [enter grantee name] ("Grantee"), operating at [enter grantee address].

WITNESSETH:

WHEREAS, the Department of Public Welfare, created by Act 390, approved July 13, 1957, P.L. 852, is responsible for the administration of public assistance programs in the Commonwealth (62 P.S. §403); and

WHEREAS, Section 205 of the Public Welfare Code, 62 P.S. §205, authorizes the Department to make grants of appropriated funds to programs in fields in which the Department has responsibility; and

WHEREAS, the Department expects to allocate \$[grant amount] from funds expected to be appropriated for the Children's Trust Fund Program; and

WHEREAS, the Grantee will operate the program described in detail in Rider 2 to this grant, which program meets the Department's standards; and

WHEREAS, the Grantee was selected to receive this grant in accordance with the Department's established grant policy and procedure.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The term of this grant shall be from November 1, 2013 to October 31, 2016.
2. The Grantee shall use the funds granted hereunder to faithfully implement the conditions of this grant and operate the program described in Rider 2, subject to the terms and conditions contained herein.
3. The services described in Paragraph 2 above shall be provided in conformity with:

Rider 1	Payment Provisions
Rider 2	Work Statement
Rider 3	Budget
Rider 4	Local Match Verification Letter
Rider 5	State and Federal Funding Assurance
Rider 6	Standard Grant Terms and Conditions
Rider 7	DPW Addendum to Standard Contract Terms and Conditions
Rider A	Audit Clause
Rider L	Lobbying Certification and Disclosure

4. The Riders listed above, as they may be applicable to this grant, are hereby attached and made a part of this Grant Agreement.
5. Subject to the availability of State and Federal funds, the Department will pay the Grantee, in accordance with the terms of Rider 1, as soon as practical after the Grant Agreement has received final approval from all necessary parties. The total amount of this grant is \$[*grant amount*], and no payments shall be made under this agreement in excess of that amount. At its discretion, the Department may increase or decrease this total grant amount through a revised Miscellaneous Encumbrance as a result of changes in applicable appropriations or allocations or certifications of available funds.
6. This Grant Agreement may be cancelled by the Department, in accordance with Paragraph 18 of Rider 6, upon thirty (30) days prior written notice.
7. This Grant Agreement contains all the terms and conditions agreed on by the parties. Any modifications or waivers of this agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this agreement. No other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto.

Applicants: On the following page, representative(s) authorized to bind the applicant to the Grant Agreement must sign in the Grantee spaces (in blue ink). Do not write below the Grantee section. Submit the signature page only as part of the technical portion of the application.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed by its duly authorized officials.

NAME OF GRANTEE _____

SIGNATURE

SIGNATURE

Print or type name and title

Print or type name and title

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF PUBLIC WELFARE**

Program Deputy Secretary

Secretary

SIGNATURE

SIGNATURE

COMPTROLLER – DEPARTMENT OF PUBLIC WELFARE

I hereby certify that funds in the amount shown are available under the Appropriation Symbols as shown.

AMOUNT	SOURCE	APPROPRIATION SYMBOL	PROGRAM

SIGNATURE

COMPTROLLER FOR BUDGET SECRETARY

Approved as to Legality and Form:

OFFICE OF LEGAL COUNSEL
DEPARTMENT OF PUBLIC WELFARE

DEPUTY ATTORNEY GENERAL
OFFICE OF ATTORNEY GENERAL
(when required)

DEPUTY GENERAL COUNSEL
OFFICE OF GENERAL COUNSEL
(when required)

RFA SUBMISSION CHECKLIST

Technical Portion

- _____ ***Attachment 1 - Applicant Information Form:*** Please ensure that all portions of this form are completed. Please note that representatives from the applicant agency, as well as from the county children and youth office are *required to sign* under #9 of this form.
- _____ ***Attachment 2 - Grant Signature Page:*** The grant agreement document will become part of the grant agreement once an application is selected for grant award and the grant agreement receives all necessary approvals. For the purposes of this application, please review the document and *submit only the signature page* (page 3) of this document, *signed* by agency representative(s) who is (are) authorized to bind the agency to the grant agreement. *Do not complete any other part of the document and do not submit the entire document.*
- _____ ***Rider 2 - Work Statement:*** Please complete the Work Statement in clear, specific language. You must respond to all questions in the Work Statement within the 15-page limit, not including the cover page. Do not attach additional pages or write on the back of this form. Any information provided outside of the page limit will not be reviewed with the exception of permissible attachments, and will affect the total score. Please refer to *Part II, Program Requirements and Work Statement*. If selected for grant award, the Work Statement becomes part of the grant agreement as Rider 2.
- _____ ***Rider L - Lobbying Certification and Disclosure Forms:*** Two-part rider. The applicant agency and any subcontracting agencies under this grant must each review and *sign* both the **Certification** and **Disclosure** forms that will become part of the grant agreement if a grant is awarded and executed. If selected for grant award, the completed forms become part of the grant agreement as Rider L.
- _____ ***Permissible Attachments:*** In addition to the documents listed above, attachments that are permitted to be included with this application are:

RFA SUBMISSION CHECKLIST

Cost Portion

- Letters of commitment or support from organizations that participated in the planning and/or implementation of the proposed program, as identified on the signature page of Attachment 1, Applicant Data Form.
- *Do not* include supplemental attachments or appendices including, but not limited to, needs assessments, evaluation materials, newspaper articles, brochures, pamphlets, timetables, maps and letters of support that are not *specifically* required within this application.

_____ ***Rider 3 - Budget Forms and Narratives:*** A signed budget form and accompanying budget narrative must be completed for each year of the project, including a minimum allocation each year of \$500 under line item 390 for grantee professional development. If selected for grant award, the Budget Forms and Narratives, except to the extent modified through negotiations become part of the grant agreement as Rider 3.

_____ ***Rider 4 - Local Match Verification Letter(s):*** Local Match Verification Letters for the cash *and* in-kind portions of the local match *for the first grant year only* must be completed and signed by the contributor(s), equal to the amount of cash and in-kind match listed in the first year budget form. Indicate the amount and type of match being contributed – cash or in-kind – and provide a short description of how the match will be used within the proposed program. If selected for grant award, the Match Verification Letters become part of the grant agreement as Rider 4. Match letters for the second and third grant years will be submitted before the start of each grant year after the grant is executed.

_____ ***Rider 5 - State and Federal Funding Assurance:*** Identify the source of *any* state or federal funds received by the agency as a whole and sign the form stating that no state or federal funds will be used as local matching funds for the grant. If selected for award, the Funding Assurance becomes part of the grant agreement as Rider 5.

RFA SUBMISSION CHECKLIST

Application Submission

Applications must be received and date-stamped by the Issuing Office listed on the label no later than 2:00 p.m. on May 24, 2013 or disqualification will occur.

_____ Submit one original and four (4) binder-clipped copies of the entire application (Technical and Cost portions).

_____ In addition to the hard copies, applicants shall submit one **complete and exact** copy of the entire application (Technical and Cost portions) on a USB Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy, with appropriate signatures included, and any spreadsheets must also be attached in Microsoft Excel version. The applicants may not lock or protect any cells or tabs. The USB Flash drive should clearly identify the applicant and include the name and version number of the virus scanning software that was used to scan the Flash drive before it was submitted.

_____ Mail the entire application (Technical and Cost portions and USB flash drive) in one envelope using the label provided below.

FROM:		
TO:	BID:	RFA NUMBER: #3-13
		DEADLINE DATE AND TIME: MAY 24, 2012 2:00 p.m.
DEPARTMENT OF PUBLIC WELFARE DIVISION OF PROCUREMENT HEALTH & WELFARE BUILDING, ROOM 402 625 FORSTER STREET HARRISBURG, PA 17120		

The documents listed above for submission are not available on the Department of General Services website in Word or Excel format. If you would like to receive the Word or Excel versions of the documents for completion and submission, please contact the RFA Project Officer, listed on the cover page of the RFA, specifically to request these documents.

If selected, the following rider will become part of a grant agreement that will be executed at a later date.

PAYMENT PROVISIONS

Please do not complete or submit this section at this time.

The Department agrees to pay the Grantee for the services rendered pursuant to this Grant Agreement as follows:

1. Subject to the availability of state and federal funds and the other terms and conditions of this Grant, the Grantor will pay the Grantee in accordance with the approved budget for the costs in providing the services described in the Work Statement, up to the maximum amount of _____.

Year One \$

Year Two \$

Year Three \$

Payments will be made according to the following schedule:

Year One 25% of grant award in November 2013
 25% of grant award in February 2014
 25% of grant award in May 2014
 12.5% of grant award in August 2014
 12.5% of grant award upon receipt of final quarterly expenditures report

Year Two 25% of grant award in November 2014
 25% of grant award in February 2015
 25% of grant award in May 2015
 12.5% of grant award in August 2015
 12.5% of grant award upon receipt of final quarterly expenditures report

Year Three 25% of grant award in November 2015
 25% of grant award in February 2016
 25% of grant award in May 2016
 12.5% of grant award in August 2016
 12.5% of grant award upon receipt of final quarterly expenditures report

2. Grantee must submit quarterly expenditure reports to Department of Public Welfare, Office of Child Development and Early Learning, 333 Market Street, 6th Floor, Harrisburg, PA 17126-0333. The Grantee shall use the Quarterly Expenditure Form to complete all expenditure reports. The Grantee must submit Quarterly and Final Expenditure Reports within 15 days after the end of each quarter. The Department reserves the right to withhold payments due to late submission of reports. Subsequent to the final payment being released by the Department, OCDEL will review the cumulative expenses to

determine if the remainder of the allocation (12.5%) will be issued to the Grantee. Any excess funds or interest earned and not expended must revert to the Department at the end of each year.

3. Submission of invoices for purposes of reimbursement shall be made in accordance with Amended Commonwealth Management Directive 310.30, issued May 22, 2009, relating to the Pennsylvania Electronic Payment Program and the establishment of the Automated Clearing House Network (“ACH”) as the Commonwealth’s preferred method of payment.
 - a) The Department will make payments to the Grantee through ACH. Within 10 days of the grant award, the Grantee must submit or must have already submitted its ACH and electronic addenda information (obtained at www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf) to the Commonwealth’s Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.
 - b) The Grantee must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania’s ACH remittance advice to enable the Grantee to properly apply the state agency’s payment to the respective invoice or program.
 - c) It is the responsibility of the Grantee to ensure that the ACH information contained in the Commonwealth’s central vendor master file is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
4. The Department shall have the right to disapprove any expenditures made by the Grantee which are not in accordance with the terms of this Grant Agreement and adjust payment to the Grantee accordingly.
5. Indirect Costs are limited to two percent (2%) of the total grant amount.
6. Grantee shall have unused funds in an interest bearing account. The grantee shall account for all interest earned on the payments made under this grant, and interest must be used to enhance the services provided under this Grant Agreement or be returned to the Department.
7. The Grantee shall submit quarterly Program Reports due 30 days after the end of each reporting period, which summarize the progress of tasks associated with the Work Statement, in a format specified by the Department.
8. Program and Budget Revisions

Budget Revision Policy:

CTF Executive Director approval is required to reallocate funds between major categories (Personnel, Operations, Fixed Assets) totaling 10 percent or more of the category total. The total CTF award amount may not change. Documentation must be included detailing the changes made. Grantees are required to provide justification and documentation for budget revisions sufficient to demonstrate that the purpose and activities of the original grant will be served by the revision.

Program Revision Policy:

Board approval is required for major program revisions, which include:

- A substantial redefinition and/or increase or decrease of the population to be served;
- A major change in the design of the program which potentially alters the program's objectives; and
- A change in the entity responsible for administering the grant agreement.

CTF Executive Director approval is required for minor program revisions, which include:

- A change in a subcontractor responsible for completion of components of the grant program; and
- A change in curriculum or assessment tools used that does not alter the program's objectives or deviate from a model program's requirements.

9. This grant is subject to audit in accordance with the Audit Clause, attached as part of Rider A. In addition to the standard audit requirements, DPW requires completion of agreed upon procedures that provide for the presentation of functional schedules specific to CTF grant revenues and expenditures. The application of these procedures provide independent verification of the expenditures as reported by the grant recipient. Finally, these procedures and related schedules should be based upon the grant budget and invoice format already provided.
10. Grantees shall cooperate and participate with the Department in periodic monitoring and evaluation activities for the purpose of verifying that all grant requirements are met.
11. At the beginning of each new grant year, a review of the previous grant year will be conducted by the CTF Board to determine whether to continue the grant for the second and third grant years before payments are initiated.
12. The CTF Logo must be displayed on all publications and documents produced by the Grantee for the funded program. Recognition or credit must be given that the Grantee's program is funded all or in part by CTF. News releases pertaining to this project must be forwarded to the CTF program office.

**CHILDREN'S TRUST FUND
WORK STATEMENT
RFA #3-13**

Agency:

Program:

Instructions:

Please respond to each question under each of the five sections of the Work Statement within a total of 15 pages, not including this cover page.

Do not use more than 15 pages in responding to each of these sections. Each question must be directly responded to and the text of the question itself must be included as part of the 15 page limit. Any information provided outside of the 15 page limit will not be reviewed and will affect your total score (with the exception of permissible attachments, refer to page 6 of the RFA).

A font size of 10 to 12 points (Calibri, Arial or Times New Roman) in normal font (not bold or italics) must be used. Right and left margins may not be less than one inch. Top and bottom margins may not be less than a half inch.

Refer to the application instructions under *Part II* of the RFA, *Program Requirements and Work Statement*, for more detailed information on each of the questions within the five sections.

A. Service Strategies

1. Identify the evidence-based or evidence-informed program or practice that will be used and describe the evidence that supports its effectiveness.

Response:

2. Describe the specific service strategies and methods that will be used to provide comprehensive support to identified families and how the strategies will be delivered with fidelity to the model. This includes, but is not limited to, details on the service schedule, the number and type of contacts that will be made within a particular time period and the length and content of the services provided.

Response:

3. Describe how the chosen evidence-based program/practice and service strategies align with the Strengthening Families™ Protective Factors framework as well as the strategies identified in the Strengthening Families™ Logic Model (refer to Appendix D). Detail how they will enhance the participating families' understanding of the protective factors.

Response:

4. Create, in chart format, a realistic timeline for implementation and delivery of the program over the three-year grant period. The chart must be included in the 15-page limit.

Response:

B. Target Population

1. Briefly describe the overall county/community's socio-economic and cultural demographics. Applicants may include data, information and/or needs assessment results and sources from *the last three years* - do not attach a needs assessment to this application.

Response:

2. Provide demographic and other pertinent risk behavior data on the specific target population that will be served by the proposed program. Applicants may include data, information and/or needs assessment results and sources from *the last three years* - do not attach a needs assessment to this application.

Response:

3. Describe how it was decided and by whom that the proposed program is needed to meet the needs of the target population and the community as a whole.

Response:

4. Identify the anticipated number of families, broken down by parents/caregivers and children, who will be served each year of the grant.

Response:

5. Identify the number of Full-Time Equivalent (FTE) staff that will be involved in the provision of services. Include the amount and type of contact that is expected with each program participant.

Response:

6. Describe how age-, culturally- and linguistically-appropriate services will be provided to program participants *whether or not* your community has substantial diversity by race and ethnicity and English Language Learner status in the target population. If not, describe what you would do to address these issues if they should arise.

Response:

WS Section 2 - Outcomes, Indicators and Evaluation (15%)

1. Describe how the proposed service strategies/methods that will be carried out as part of the chosen evidence-based/evidence-informed program align with the required indicators in the chart above.

Response:

2. Detail the tools and methods for tracking each of the required indicators to ensure overall effectiveness of the program. Many indicators rely on parent interview and/or staff observation. Describe how this will be accomplished. Indicate other tools/methods you will use to obtain this information.

Response:

3. Describe methods for ensuring continued quality improvement in services offered. Describe the systems that exist or will be implemented to review the program strategies and services offered to families to ensure the ongoing quality of services.

Response:

The following chart outlines the data that is required to be collected as part of this grant. Please complete the “Assessment Method” column of this chart, in addition to the narrative questions. This chart must be included in the 15-page limit.

Broad Outcome Area	Participant Outcomes	Indicators and Performance Targets	Assessment Method(s)
Healthy Child Development	Participating parents understand typical child development	Increase number and percent of participating parents who: <ul style="list-style-type: none"> • Demonstrate knowledge of age-appropriate expectations for their children’s abilities 	
Safe and Stable Families	Participating parents consistently demonstrate positive interactions with their children	Increase number and percent of participating parents who: <ul style="list-style-type: none"> • Demonstrate consistent positive parent-child interactions, including positive discipline techniques 	
	Participating parents demonstrate ability to or state they know how to access additional services to meet their basic needs	Increase number and percent of participating parents who: <ul style="list-style-type: none"> • Demonstrate knowledge of how to access supports and services/ ability to care for child’s needs (This indicator refers to the health and safety of the parent and child: a basic need refers to food, housing, clothing, baby supplies – WIC, diapers, hygiene supplies.)	
	Participating parents have a mutual support network of family, friends, and neighbors, including other program participants that they use for support and assistance when needed	Increase number and percent of participating parents who: <ul style="list-style-type: none"> • Have access to formal and informal social supports from family, friends, neighbors, other program participants 	

WS Section 3 - Collaborative Relationships and Coordination of Services (15%)

A. Collaborative Relationships

1. Describe your involvement with existing overarching county or community child abuse and neglect prevention collaborative or advisory groups and/or other collaborative efforts that focus on children and families. Describe the groups’ purpose, types of participants, and the groups’ accomplishments related to ensuring service integration and sustainability.

Response:

2. Describe your county children and youth agency's involvement in the proposed program, including the design and implementation of the program.

Response:

3. List your partners directly involved and the role each will play in the design, implementation, evaluation and sustainability of the proposed program.

Response:

B. Coordination of Services

1. Describe your understanding of and coordination with other child abuse and neglect prevention/family strengthening and support programs within your service area. Include information on how your proposed program will help to create or strengthen the continuum of services for families and children in the community.

Response:

2. Describe the community resources and existing referrals and linkages that will be used to help strengthen and support families and their children. Detail how service providers will effectively share this information with families when a need is present.

Response:

WS Section 4 – Agency Experience and Human Resources (10%)

1. Demonstrate your agency's past experience in each of these three areas:
 - delivering child abuse and neglect prevention/family strengthening and support programs and services in the proposed service area;
 - delivering evidence-based or evidence-informed programs and practices with fidelity; and
 - providing services to the proposed target population identified in this application.

Response:

2. Describe the program supervision and FTE staffing needed to provide the services. Include the responsibilities for each position, as well as the education and experience of each staff person that will enable them to effectively establish a relationship with the families they will serve.

Response:

3. Describe the annual training plan for grantee agency staff and how this training will enable staff to improve the delivery of services to the target population.

Response:

4. Identify subcontractors, including education and experience of staff, who will be working on the project and your specific plans to assure the quality of their work, if applicable.

Response:

WS Section 5 - Program Sustainability (10%)

1. Describe specific short-term beginning at program inception and long-term over the duration of the grant strategies that will be used to solicit and obtain continued funding for the proposed program.

Response:

2. Identify potential strategies for longitudinal follow-up with the children and families who participated in the project to determine if identified long-term outcomes have been maintained.

Response:

STATE AND FEDERAL FUNDING ASSURANCE

_____ currently receives state and/or
(applicant agency name)

federal funding from the following sources (attach additional pages if necessary):

The undersigned certifies that any state or federal funds received by this agency will not be used as local matching funds for the proposed Children's Trust Fund program.

(Name of Project Director)

(Title)

(Date)

STANDARD GRANT TERMS AND CONDITIONS FOR SERVICES

1. TERM OF GRANT

The term of the Grant shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Grant, subject to the other provisions of the Grant. The Effective Date shall be fixed by the Granting Officer after the Grant has been fully executed by the Grantee and by the Commonwealth and all approvals required by Commonwealth Granting procedures have been obtained. The Grant shall not be a legally binding Grant until after the Effective Date is affixed and the fully-executed Grant has been sent to the Grantee. The Granting Officer shall issue a written Notice to Proceed to the Grantee directing the Grantee to start performance on a date which is on or after the Effective Date. The Grantee shall not start the performance of any work prior to the date set forth in the Notice to Proceed and the Commonwealth shall not be liable to pay the Grantee for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No agency employee has the authority to verbally direct the commencement of any work under this Grant. The Commonwealth reserves the right, upon notice to the Grantee, to extend the term of the Grant for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Grant coverage and only for the time necessary, up to three (3) months, to enter into a new Grant.

2. INDEPENDENT GRANTEE

In performing the services required by the Grant, the Grantee will act as an independent Grantee and not as an employee or agent of the Commonwealth.

3. COMPLIANCE WITH LAW

The Grantee shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Grant.

4. ENVIRONMENTAL PROVISIONS

In the performance of the Grant, the Grantee shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

5. POST-CONSUMER RECYCLED CONTENT

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Grant must meet the minimum percentage levels for total recycled content as specified in Exhibits A-1 through A-8 to these Standard Grant Terms and Conditions.

6. COMPENSATION/EXPENSES

The Grantee shall be required to perform the specified services at the price(s) quoted in the Grant. All services shall be performed within the time period(s) specified in the Grant. The Grantee shall be compensated only for work performed to the satisfaction of the Commonwealth. The Grantee shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Grant.

7. INVOICES

Unless the Grantee has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Grantee shall send an ***invoice itemized by line item*** to the address referenced on the purchase order promptly after services are satisfactorily completed. The invoice should include only amounts due under the Grant/purchase order. The purchase order number must be included on all invoices. In addition, the Commonwealth shall have the right to require the Grantee to prepare and submit a "Work In Progress" sheet that contains, at a minimum, the tasks performed, number of hours, hourly rate, and the purchase order or task order to which it refers.

8. PAYMENT

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Grant; (b) thirty (30) days after a proper invoice actually is received at the "Provide Service and Bill To" address if a date on which payment is due is not specified in the Grant (a "proper" invoice is not received until the Commonwealth

accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Grant. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Grantee as acceptance of the service performed by the Grantee. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Grantee agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee or its subsidiaries to the Commonwealth against any payments due the Grantee under any Grant with the Commonwealth.

- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Grant or purchase order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Grantee will be required to pay and the Grantee will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Grantee. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Grantee or any other charges incurred by the Grantee, unless specifically stated in the terms of the Grant or purchase order.

9. TAXES

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction Grantee from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction Grant.

10. WARRANTY

The Grantee warrants that all services performed by the Grantee, its agents and subGrantees shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Grant, all services and parts are warranted for a period of one year following completion of performance by the Grantee and acceptance by the Commonwealth. The Grantee shall correct any problem with the service and/or replace any defective part with a part of equivalent or superior quality without any additional cost to the Commonwealth.

11. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY

The Grantee warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Grant which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the commonwealth under the Grant. The Grantee shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Grant. This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the Commonwealth at the Grantee's written request, it shall be at the Grantee's expense, but the responsibility for such expense shall be only that within the Grantee's written authorization. The Grantee shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Grantee or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Grant. If any of the products provided by the Grantee in such suit or proceeding are held to constitute infringement and the use is enjoined, the Grantee shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal

performance products or modify them so that they are no longer infringing. If the Grantee is unable to do any of the preceding, the Grantee agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Grantee under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Grantee without its written consent.

12. OWNERSHIP RIGHTS

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Grant.

13. ASSIGNMENT OF ANTITRUST CLAIMS

The Grantee and the Commonwealth recognize that in actual economic practice, overcharges by the Grantee's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Grant, and intending to be legally bound, the Grantee assigns to the Commonwealth all right, title and interest in and to any claims the Grantee now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Grant.

14. HOLD HARMLESS PROVISION

The Grantee shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based upon or arising out of any activities performed by the Grantee and its employees and agents under this Grant and shall, at the request of the Commonwealth, defend any and all actions brought against the Commonwealth based upon any such claims or demands.

15. AUDIT PROVISIONS

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Grantee to the extent that the books, documents and records relate to costs or pricing data for the Grant. The Grantee agrees to maintain records which will support the prices charged and costs incurred for the Grant. The Grantee shall preserve books, documents, and records that relate to costs or pricing data for the Grant for a period of three (3) years from date of final payment. The Grantee shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

16. DEFAULT

- a. The Commonwealth may, subject to the provisions of Paragraph 17, Force Majeure, and in addition to its other rights under the Grant, declare the Grantee in default by written notice thereof to the Grantee, and terminate (as provided in Paragraph 18, Termination Provisions) the whole or any part of this Grant for any of the following reasons:
 - 1) Failure to begin work within the time specified in the Grant or as otherwise specified;
 - 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Grant terms;
 - 3) Unsatisfactory performance of the work;
 - 4) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - 5) Discontinuance of work without approval;
 - 6) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - 7) Insolvency or bankruptcy;
 - 8) Assignment made for the benefit of creditors;
 - 9) Failure or refusal within 10 days after written notice by the Granting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - 10) Failure to protect, to repair, or to make good any damage or injury to property; or
 - 11) Breach of any provision of this Grant.
- b. In the event that the Commonwealth terminates this Grant in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, services similar or identical to those so terminated,

and the Grantee shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical services included within the terminated part of the Grant.

- c. If the Grant is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Grantee to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Issuing Office, such partially completed work, including, where applicable, reports, working papers and other documentation, as the Grantee has specifically produced or specifically acquired for the performance of such part of the Grant as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Grant price. Except as provided below, payment for partially completed work including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Grantee and Granting Officer. The Commonwealth may withhold from amounts otherwise due the Grantee for such completed or partially completed works, such sum as the Granting Officer determines to be necessary to protect the Commonwealth against loss.
- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- f. Following exhaustion of the Grantee's administrative remedies as set forth in Paragraph 19, the Grantee's exclusive remedy shall be to seek damages in the Board of Claims.

17. FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation under this Grant is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Grantee shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Grantee becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Grant is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Grantee shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect either to cancel the Grant or to extend the time for performance as reasonably necessary to compensate for the Grantee's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Grantee, may suspend all or a portion of the Grant.

18. TERMINATION PROVISIONS

The Commonwealth has the right to terminate this Grant for any of the following reasons. Termination shall be effective upon written notice to the Grantee.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Grant for its convenience if the Commonwealth determines termination to be in its best interest. The Grantee shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Grantee be entitled to recover loss of profits.
- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to

availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Grant. The Grantee shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this Grant. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid for any appropriations available for that purpose

- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Grant for Grantee default under Paragraph 16, Default, upon written notice to the Grantee. The Commonwealth shall also have the right, upon written notice to the Grantee, to terminate the Grant for other cause as specified in this Grant or by law. If it is later determined that the Commonwealth erred in terminating the Grant for cause, then, at the Commonwealth's discretion, the Grant shall be deemed to have been terminated for convenience under the Subparagraph 18.a.

19. GRANT CONTROVERSIES

- a. In the event of a controversy or claim arising from the Grant, the Grantee must, within six months after the cause of action accrues, file a written claim with the Granting officer for a determination. The claim shall state all grounds upon which the Grantee asserts a controversy exists. If the Grantee fails to file a claim or files an untimely claim, the Grantee is deemed to have waived its right to assert a claim in any forum.
- b. The Granting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the Granting officer and the Grantee. The Granting officer shall send his/her written determination to the Grantee. If the Granting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The Granting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Grantee may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Grantee shall proceed diligently with the performance of the Grant in a manner consistent with the determination of the Granting officer and the Commonwealth shall compensate the Grantee pursuant to the terms of the Grant.

20. ASSIGNABILITY AND SUBGRANTING

- a. Subject to the terms and conditions of this Paragraph 20, this Grant shall be binding upon the parties and their respective successors and assigns.
- b. The Grantee shall not subGrant with any person or entity to perform all or any part of the work to be performed under this Grant without the prior written consent of the Granting Officer, which consent may be withheld at the sole and absolute discretion of the Granting Officer.
- c. The Grantee may not assign, in whole or in part, this Grant or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Granting Officer, which consent may be withheld at the sole and absolute discretion of the Granting Officer.
- d. Notwithstanding the foregoing, the Grantee may, without the consent of the Granting Officer, assign its rights to payment to be received under the Grant, provided that the Grantee provides written notice of such assignment to the Granting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Grant.
- e. For the purposes of this Grant, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the

Grantee provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

- f. Any assignment consented to by the Granting Officer shall be evidenced by a written assignment agreement executed by the Grantee and its assignee in which the assignee

agrees to be legally bound by all of the terms and conditions of the Grant and to assume the duties, obligations, and responsibilities being assigned.

- g. A change of name by the Grantee, following which the Grantee's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Grantee shall give the Granting Officer written notice of any such change of name.

21. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Grant, the Grantee agrees as follows:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- b. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
- c. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- e. The Grantee, any subgrantee, any contractor or any subcontractor shall, within the time periods requested by the commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within thirty (30) days after award of any grant, the Grantee shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. Grantees who have fewer than five employees or whose employees are all from the same family or who have completed the STD-21 form within the past 12 months may, within the 30 days, request an exemption from the STD-21 form from the granting agency.
- f. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- g. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

22. CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to Grant with the Commonwealth observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process. In furtherance of this policy, Grantee agrees to the following:

- a. Grantee shall maintain the highest standards of honesty and integrity during the performance of this Grant and shall take no action in violation of state or federal laws or regulations or any other

applicable laws or regulations, or other requirements applicable to Grantee or that govern Granting with the Commonwealth.

- b. Grantee shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Grantee employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Grantee employees.
- c. Grantee, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
- d. Grantee, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
- e. Grantee, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
- f. Grantee, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
- g. Grantee, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the Grant, except as provided in the Grant.
- h. Grantee shall not have a financial interest in any other Grantee, subGrantee, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest prior to Commonwealth execution of the Grant. Grantee shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Grantee's submission of the Grant signed by Grantee.
- i. Grantee, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Grantee under this Grant without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this Grant. Any information, documents, reports, data, or records secured by Grantee from the Commonwealth or a third party in connection with the performance of this Grant shall be kept confidential unless disclosure of such information is:
 - 1) Approved in writing by the Commonwealth prior to its disclosure; or
 - 2) Directed by a court or other tribunal of competent jurisdiction unless the Grant requires prior Commonwealth approval; or
 - 3) Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - 4) Necessary for purposes of Grantee's internal assessment and review; or
 - 5) Deemed necessary by Grantee in any action to enforce the provisions of this Grant or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - 6) Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
 - 7) Otherwise required by law.

j. Grantee certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency Granting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

- 1) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- 2) Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Grantee or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - a) obtaining;
 - b) attempting to obtain; or
 - c) performing a public Grant or subGrant.

Grantee's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- 3) Violation of federal or state antitrust statutes.
- 4) Violation of any federal or state law regulating campaign contributions.
- 5) Violation of any federal or state environmental law
- 6) Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- 7) Violation of the *Act of June 2, 1915 (P.L. 736, No. 338)*, known as the *Workers' Compensation Act*, 77 P.S. 1 *et seq.*
- 8) Violation of any federal or state law prohibiting discrimination in employment.
- 9) Debarment by any agency or department of the federal government or by any other state.
- 10) Any other crime involving moral turpitude or business honesty or integrity.

Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the Grant for cause upon such notification or when the Commonwealth otherwise learns that Grantee has been officially notified, charged, or convicted.

k. If this Grant was awarded to Grantee on a non-bid basis, Grantee must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Grantee by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- 1) Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- 2) Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Grantee shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office

Building, Harrisburg, PA 17120.

- l. Grantee shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Grantee employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Grantee employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Grantee's behalf, no matter the procurement stage, are not exempt and must be reported.
- m. When Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Grantee shall immediately notify the Commonwealth Granting officer or Commonwealth Inspector General in writing.
- n. Grantee, by submission of its bid or proposal and/or execution of this Grant and by the submission of any bills, invoices or requests for payment pursuant to the Grant, certifies and represents that it has not violated any of these Grantee integrity provisions in connection with the submission of the bid or proposal, during any Grant negotiations or during the term of the Grant.
- o. Grantee shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Grantee non-compliance with these provisions. Grantee agrees to make identified Grantee employees available for interviews at reasonable times and places. Grantee, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Grantee's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Grantee's business or financial records, documents or files of any type or form that refers to or concern this Grant.
- p. For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this and any other Grant with Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another Grantee to complete performance under this Grant, and debar and suspend Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- q. For purposes of these Grantee Integrity Provisions, the following terms shall have the meanings found in this Paragraph.
 - 1) "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Grantee from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Grantee; or e) has not been independently developed by Grantee without the use of confidential information of the Commonwealth.
 - 2) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or Grantual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this Grant.
 - 3) "Grantee" means the individual or entity that has entered into this Grant with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Grantee.
 - 4) "Financial interest" means:
 - (a) Ownership of more than a five percent interest in any business; or
 - (b) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - 5) "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or Grants of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.
 - 6) "Immediate family" means a spouse and any unemancipated child.

- 7) "Non-bid basis" means a Grant awarded or executed by the Commonwealth with Grantee without seeking bids or proposals from any other potential bidder or offeror.
- 8) "Political contribution" means any payment, gift, subscription, assessment, Grant, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

23. GRANTEE RESPONSIBILITY PROVISIONS

- a. The Grantee certifies, for itself and all its subGrantees, that as of the date of its execution of this Bid/Grant, that neither the Grantee, nor any subGrantees, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Grantee cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- b. The Grantee also certifies, that as of the date of its execution of this Bid/Grant, it has no tax liabilities or other Commonwealth obligations.
- c. The Grantee's obligations pursuant to these provisions are ongoing from and after the effective date of the Grant through the termination date thereof. Accordingly, the Grantee shall have an obligation to inform the Commonwealth if, at any time during the term of the Grant, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subGrantees are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Grantee to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Grant with the Commonwealth.
- e. The Grantee agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for Investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth, which results in the suspension or debarment of the Grantee. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
- f. The Grantee may obtain a current list of suspended and debarred Commonwealth Grantees by either searching the internet at <http://www.dgs.state.pa.us> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

24. AMERICANS WITH DISABILITIES ACT

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Grantee understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Grant or from activities provided for under this Grant on the basis of the disability. As a condition of accepting this Grant, the Grantee agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through Grants with outside Grantees.

- b. The Grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Grantee's failure to comply with the provisions of subparagraph a above.

25. HAZARDOUS SUBSTANCES

The Grantee shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Grantee in the performance of the Grant. The Grantee must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1 et seq.

- a. Labeling. The Grantee shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Grantee is clearly labeled, tagged or marked with the information listed in Paragraph (1) through (4):

1) Hazardous substances:

- a) The chemical name or common name,
- b) A hazard warning, and
- c) The name, address, and telephone number of the manufacturer.

2) Hazardous mixtures:

- a) The common name, but if none exists, then the trade name,
- b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
- c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
- d) A hazard warning, and
- e) The name, address, and telephone number of the manufacturer.

3) Single chemicals:

- a) The chemical name or the common name, A hazard warning, if appropriate, and
- b) The name, address, and telephone number of the manufacturer.

4) Chemical Mixtures:

- a) The common name, but if none exists, then the trade name,
- b) A hazard warning, if appropriate,
- c) The name, address, and telephone number of the manufacturer, and
- d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

- b. Material Safety Data Sheet. The Grantee shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the Grantee shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The Grantee shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

26. COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure the Grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Grant without liability or in its discretion to

deduct from the Grant price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

27. APPLICABLE LAW

This Grant shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Grantee agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

28. INTEGRATION

The Grant, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Grantee has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Grant, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Grant. No modifications, alterations, changes, or waiver to the Grant or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments will be made using the appropriate Commonwealth form.

29. CHANGE ORDERS

The Commonwealth reserves the right to issue change orders at any time during the term of the Grant or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any

estimated quantities in the Grant and actual quantities; 2) to make changes to the services within the scope of the Grant; 3) to notify the Grantee that the Commonwealth is exercising any Grant renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Grant to extend the completion date beyond the Expiration Date of the Grant or any renewals or extensions thereof. Any such change order shall be in writing signed by the Granting Officer. The change order shall be effective as of the date appearing on the change order, unless the change order specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Grant, nor, if performance security is being furnished in conjunction with the Grant, release the security obligation. The Grantee agrees to provide the service in accordance with the change order. Any dispute by the Grantee in regard to the performance required under any change order shall be handled through Paragraph 19, "Grant Controversies".

For purposes of this Grant, "change order" is defined as a written order signed by the Granting Officer directing the Grantee to make changes authorized under this clause.

30. RIGHT TO KNOW LAW 8-K-1580

- a. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth agency.
- b. If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- d. If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

- h. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

**DEPARTMENT OF PUBLIC WELFARE ADDENDUM TO
STANDARD CONTRACT TERMS AND CONDITIONS**

A. APPLICABILITY

This Addendum is intended to supplement the Standard Terms and Conditions. To the extent any of the terms contained herein conflict with terms contained in the Standard Contract Terms and Conditions, the terms in the Standard Contract Terms and Conditions shall take precedence. Further, it is recognized that certain terms contained herein may not be applicable to all the services which may be provided through Department contracts.

B. CONFIDENTIALITY

The parties shall not use or disclose any information about a recipient of the services to be provided under this contract for any purpose not connected with the parties' contract responsibilities except with written consent of such recipient, recipient's attorney, or recipient's parent or legal guardian.

C. INFORMATION

During the period of this contract, all information obtained by the Contractor through work on the project will be made available to the Department immediately upon demand. If requested, the Contractor shall deliver to the Department background material prepared or obtained by the Contractor incident to the performance of this agreement. Background material is defined as original work, papers, notes and drafts prepared by the Contractor to support the data and conclusions in final reports, and includes completed questionnaires, materials in electronic data processing form, computer programs, other printed materials, pamphlets, maps, drawings and all data directly related to the services being rendered.

D. CERTIFICATION AND LICENSING

Contractor agrees to obtain all licenses, certifications and permits from Federal, State and Local authorities permitting it to carry on its activities under this contract.

E. PROGRAM SERVICES

Definitions of service, eligibility of recipients of service and other limitations in this contract are subject to modification by amendments to Federal, State and Local laws, regulations and program requirements without further notice to the Contractor hereunder.

F. CHILD PROTECTIVE SERVICE LAWS

In the event that the contract calls for services to minors, the contractor shall comply with the provisions of the Child Protective Services Law (Act of November 26, 1975, P.L. 438, No. 124; 23 P.S. SS 6301-6384, as amended by Act of July 1, 1985, P.L. 124, No. 33) and all regulations promulgated thereunder (55Pa. Code, chapter 3490).

G. PRO-CHILDREN ACT OF 1994

The Contractor agrees to comply with the requirements of the Pro-Children Act of 1994; Public Law 103-277, Part C-Environment Tobacco Smoke (also known as the Pro-Children Act of 1994) requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health care services, day care and education to children under the age of 18, if the services are funded by Federal programs whether directly or through State and Local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees and contracts. 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 and alcohol treatment.

H. MEDICARE/MEDICAID REIMBURSEMENT

1. To the extent that services are furnished by contractors, subcontractors, or organizations related to the contractor/subcontractor and such services may in whole or in part be claimed by the

Commonwealth for Medicare/Medicaid reimbursements, contractor/subcontractor agrees to comply with 42 C.F.R.,Part 420, including:

- a. Preservation of books, documents and records until the expiration of four (4) years after the services are furnished under the contract.
 - b. Full and free access to (i) the Commonwealth, (ii) the U.S. Comptroller General, (iii) the U.S. Department of Health and Human Services, and their authorized representatives.
2. Your signature on the proposal certifies under penalty of law that you have not been suspended/terminated from the Medicare/Medicaid Program and will notify the contracting DPW Facility or DPW Program Office immediately should a suspension/termination occur during the contract period.

I. TRAVEL AND PER DIEM EXPENSES

Contractor shall not be allowed or paid travel or per diem expenses except as provided in Contractor's Budget and included in the contract amount. Any reimbursement to the Contractor for travel, lodging or meals under this contract shall be at or below state rates as provided in Management Directive 230.10, Commonwealth Travel Policy, as may be amended, unless the Contractor has higher rates which have been established by its offices/officials, and published prior to entering into this contract. Higher rates must be supported by a copy of the minutes or other official documents, and submitted to the Department. Documentation in support of travel and per diem expenses will be the same as required of state employees.

J. INSURANCE

1. The contractor shall accept full responsibility for the payment of premiums for Workers' Compensation, Unemployment Compensation, Social Security, and all income tax deductions required by law for its employees who are performing services under this contract. As required by law, an independent contractor is responsible for Malpractice Insurance for health care personnel. Contractor shall provide insurance Policy Number and Provider's Name, or a copy of the policy with all renewals for the entire contract period.
2. The contractor shall, at its expense, procure and maintain during the term of the contract, the following types of insurance, issued by companies acceptable to the Department and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:
 - a. Worker's Compensation Insurance for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.
 - b. Public liability and property damage insurance to protect the Commonwealth, the Contractor, and any and all subcontractors from claim for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property, including loss of use resulting from any property damage, which may arise from the activities performed under this contract or the failure to perform under this contract whether such performance or nonperformance be by the contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than \$500,000 each person and \$2,000,000 each occurrence, personal injury and property damage combined. Such policies shall be occurrence rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured. The insurance shall not contain any endorsements or any other form designated to limit or restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the contract and during the term of the contract, the Contractor shall provide the Department with current certificates of insurance. These certificates shall contain a provision that the coverages afforded under the policies will not be cancelled or changed until at least thirty (30) days' written notice has been given to the Department.

K. PROPERTY AND SUPPLIES

1. Contractor agrees to obtain all supplies and equipment for use in the performance of this contract at the lowest practicable cost and to purchase by means of competitive bidding whenever required by law.
2. Title to all property furnished in-kind by the Department shall remain with the Department.
3. Contractor has title to all personal property acquired by the contractor, including purchase by lease/purchase agreement, for which the contractor is to be reimbursed under this contract. Upon cancellation or termination of this contract, disposition of such purchased personal property which has a remaining useful life shall be made in accordance with the following provisions.
 - a. The contractor and the Department may agree to transfer any item of such purchased property to another contractor designated by the Department. Cost of transportation shall be born by the contractor receiving the property and will be reimbursed by the Department. Title to all transferred property shall vest in the designated contractor. The Department will reimburse the Contractor for its share, if any, of the value of the remaining life of the property in the same manner as provided under subclause b of this paragraph.
 - b. If the contractor wishes to retain any items of such purchased property, depreciation tables shall be used to ascertain the value of the remaining useful life of the property. The contractor shall reimburse the Department in the amount determined from the tables.
 - c. When authorized by the Department in writing, the contractor may sell the property and reimburse the Department for its share. The Department reserves the right to fix the minimum sale price it will accept.
4. All property furnished by the Department or personal property acquired by the contractor, including purchase by lease-purchase contract, for which the contractor is to be reimbursed under this contract shall be deemed "Department Property" for the purposes of subsection 5, 6 and 7 of this section.
5. Contractor shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, preservation and insurance of Department Property so as to assure its full availability and usefulness.
6. Department property shall, unless otherwise approved in writing by the Department, be used only for the performance of this contract.
7. In the event that the contractor is indemnified, reimbursed or otherwise compensated for any loss, destruction or damage to Department Property, it shall use the proceeds to replace, repair or renovate the property involved, or shall credit such proceeds against the cost of the work covered by the contract, or shall reimburse the Department, at the Department's direction.

L. DISASTERS

If, during the terms of this contract, the Commonwealth's premises are so damaged by flood, fire or other Acts of God as to render them unfit for use; then the Agency shall be under no liability or obligation to the contractor hereunder during the period of time there is no need for the services provided by the contractor except to render compensation which the contractor was entitled to under this agreement prior to such damage.

M. SUSPENSION OR DEBARMENT

In the event of suspension or debarment, 4 Pa Code Chapter 60.1 through 60.7, as it may be amended, shall apply.

N. COVENANT AGAINST CONTINGENT FEES

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee (excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business). For breach or violation of this warranty, the Department shall have the right to annul this contract without liability or, in its discretion, to deduct from

the consideration otherwise due under the contract, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

O. CONTRACTOR'S CONFLICT OF INTEREST

The contractor hereby assures that it presently has not interest and will not acquired any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The contractor further assures that in the performance of this contract, it will not knowingly employ any person having such interest. Contractor hereby certifies that no member of the Board of the contractor or any of its officers or directors has such an adverse interest.

P. INTEREST OF THE COMMONWEALTH AND OTHERS

No officer, member or employee of the Commonwealth and no member of its General Assembly, who exercises any functions or responsibilities under this contract, shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such officer, member or employee of the Commonwealth or member of its General Assembly have interest, direct or indirect, in this contract or the proceeds thereof.

Q. CONTRACTOR RESPONSIBILITY TO EMPLOY WELFARE CLIENTS

(Applicable to contracts \$25,000 or more)

1. The contractor, within 10 days of receiving the notice to proceed, must contact the Department of Public Welfare's Contractor Partnership Program (CPP) to present, for review and approval, the contractor's plan for recruiting and hiring recipients currently receiving cash assistance. If the contract was not procured via Request for Proposal (RFP); such plan must be submitted on Form PA-778. The plan must identify a specified number (not percentage) of hires to be made under this contract. If no employment opportunities arise as a result of this contract, the contractor must identify other employment opportunities available within the organization that are not a result of this contract. The entire completed plan (Form PA-778) must be submitted to the Bureau of Employment and Training Programs (BETP): Attention CPP Division. (Note: Do not keep the pink copy of Form PA-778). The approved plan will become a part of the contract.
2. The contractor's CPP approved recruiting and hiring plan shall be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to the CPP Division which will make a recommendation to the Contracting Officer regarding course of action. If a contract is assigned to another contractor, the new contractor must maintain the CPP recruiting and hiring plan of the original contract.
3. The contractor, within 10 days of receiving the notice to proceed, must register in the Commonwealth Workforce Development System (CWDS). In order to register the selected contractor must provide business, location and contact details by creating an Employer Business Folder for review and approval, within CWDS at <HTTPS://WWW.CWDS.State.PA.US>. Upon CPP review and approval of Form PA-778 and the Employer Business Folder in CWDS, the Contractor will receive written notice (via the pink Contractor's copy of Form PA-778) that the plan has been approved.
4. Hiring under the approved plan will be monitored and verified by Quarterly Employment Reports (Form PA-1540); submitted by the contractor to the Central Office of Employment and Training – CPP Division. A copy of the submitted Form PA-1540 must also be submitted (by the contractor) to the DPW Contract Monitor (i.e. Contract Officer). The reports must be submitted on the DPW Form PA-1540. The form may not be revised, altered, or re-created.
5. If the contractor is non-compliant, CPP Division will contact the Contract Monitor to request corrective action. The Department may cancel this contract upon thirty (30) days written notice in the event of the contractor's failure to implement or abide by the approved plan.

R. TUBERCULOSIS CONTROL

As recommended by the Centers for Disease Control and the Occupational Safety and Health Administration, effective August 9, 1996, in all State Mental Health and Mental Retardation Facilities, all full-time and part-time employees (temporary and permanent), including contract service providers, having direct patient contact or providing service in patient care areas, are to be tested serially with PPD by Mantoux skin tests. PPD testing will be provided free of charge from the state MH/MR facility. If the contract service provider has written proof of a PPD by Mantoux method within the last six months, the MH/MR facility will accept this documentation in lieu of administration of a repeat test. In addition, documented results of a PPD by Mantoux method will be accepted by the MH/MR facility. In the event that a contractor is unwilling to submit to the test due to previous positive reading, allergy to PPD material or refusal, the risk assessment questionnaire must be completed. If a contractor refuses to be tested in accordance with this new policy, the facility will not be able to contract with this provider and will need to procure the services from another source.

S. ACT 13 APPLICATION TO CONTRACTOR

Contractor shall be required to submit with their bid information obtained within the preceding one-year period for any personnel who will have or may have direct contact with residents from the facility or unsupervised access to their personal living quarters in accordance with the following:

1. Pursuant to 18 Pa.C.S. Ch. 91 (relating to criminal history record information) a report of criminal history information from the Pennsylvania State Police or a statement from the State Police that their central repository contains no such information relating to that person. The criminal history record information shall be limited to that which is disseminated pursuant to 18 Pa.C.S. 9121(b)(2) (relating to general regulations).
2. Where the applicant is not, and for the two years immediately preceding the date of application has not been a resident of this Commonwealth, the Department shall require the applicant to submit with the application a report of Federal criminal history record information pursuant to the Federal Bureau of Investigation's under Department of State, Justice, and Commerce, the Judiciary, and Related Agencies Appropriation Act, 1973 (Public Law 92-544, 86 Stat. 1109). For the purpose of this paragraph, the applicant shall submit a full set of fingerprints to the State Police, which shall forward them to the Federal Bureau of Investigation for a national criminal history check. The information obtained from the criminal record check shall be used by the Department to determine the applicant's eligibility. The Department shall insure confidentiality of the information.
3. The Pennsylvania State Police may charge the applicant a fee of not more than \$10 to conduct the criminal record check required under subsection 1. The State Police may charge a fee of not more than the established charge by the Federal Bureau of Investigation for the criminal history record check required under subsection 2.

The Contractor shall apply for clearance using the State Police Background Check (SP4164) at their own expense. The forms are available from any State Police Substation. When the State Police Criminal History Background Report is received, it must be forwarded to the Department. State Police Criminal History Background Reports not received within sixty (60) days may result in cancellation of the contract.

T. LOBBYING CERTIFICATION AND DISCLOSURE (applicable to contracts \$100,000 or more)

Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds. With respect to an award of a federal contract, grant, or cooperative agreement exceeding \$100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. The contractor will be required to complete and return a "Lobbying Certification Form" and a "Disclosure of Lobbying Activities form" with their signed contract, which forms will be made attachments to the contract.

U. **AUDIT CLAUSE**

(applicable to contracts \$100,000 or more)

This contract is subject to audit in accordance with the Audit Clause attached hereto and incorporated herein.

AUDIT CLAUSE D – VENDOR

The Commonwealth of Pennsylvania, Department of Public Welfare (DPW), distributes federal and state funds to local governments, nonprofit, and for-profit organizations. Federal expenditures are subject to federal audit requirements, and federal funding and state funding passed through DPW are subject to DPW audit requirements. If any federal statute specifically prescribes policies or specific requirements that differ from the standards provided herein, the provisions of the subsequent statute shall govern.

Vendor means a dealer, distributor, merchant, or other seller providing goods or services to an auditee that are required for the **administrative support** of a program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program. The vendor's responsibility is to meet the requirements of the procurement contract.

Department of Public Welfare Audit Requirement

If in connection with the agreement, an entity **expends \$300,000 or more in combined state and federal funds** during the program year, the entity shall ensure that, for the term of the contract, an independent auditor conducts annual examinations of its compliance with the terms and conditions of this contract. These examinations shall be conducted in accordance with the American Institute of Certified Public Accountants' Statements on Standards for Attestation Engagements (SSAE), examinations, Section 601, *Compliance Attestation*, and shall be of a scope acceptable to the DPW. The initial SSAE, Section 601, compliance examination shall be completed for the official annual reporting period of this agreement and conducted annually thereafter. The independent auditor shall issue a report on its compliance examination, as defined in the SSAE, Section 601.

The Commonwealth reserves the right for state and federal agencies, or their authorized representatives, to perform financial and performance audits if deemed necessary. If it is decided that an audit of this contract will be performed, the contractor will be given advance notice. The contractor shall maintain books, records, and documents that support the services provided, that the fees earned are in accordance with the contract, and that the contractor has complied with contract terms and conditions. The contractor agrees to make available, upon reasonable notice, at the office of the contractor, during normal business hours, for the term of this contract and the retention period set forth in this Audit Clause, any of the books, records, and documents for inspection, audit, or reproduction by any state or federal agency or its authorized representative.

The contractor shall preserve all books, records, and documents related to this contract for a period of time that is the greater of five years from the contract expiration date, until all questioned costs or activities have been resolved to the satisfaction of the Commonwealth, or as required by applicable federal laws and regulations, whichever is longer. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement.

Records that relate to litigation or the settlement of claims arising out of performance or expenditures under this contract to which exception has been taken by the auditors, shall be retained by the contractor or provided to the Commonwealth at the DPW's option until such litigation, claim, or exceptions have reached final disposition.

AUDIT CLAUSE D – VENDOR

Except for documentary evidence delivered pursuant to litigation or the settlement of claims arising out of the performance of this contract, the contractor may, in fulfillment of his obligation to retain records as required by this Audit Clause, substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth

DPW Required Audit Report Submission

The contractor shall submit the SSAE, Section 601 audit report to the DPW within 90 days after the required period of audit has ended. When the SSAE, Section 601, audit report is other than unqualified, the contractor shall submit to the DPW, in addition to the audit reports, a plan describing what actions the contractor will implement to correct the situation that caused the auditor to issue a qualified report, a timetable for implementing the planned corrective actions, and a process for monitoring compliance with the timetable.

Submit **two copies** of the DPW required audit report package.

1. Independent Accountant's Report – on the Attestation of an entity's compliance with specific requirements during a period of time in accordance with the contract and the appropriate schedule, as required.
2. Submit the audit report directly to the program office.

REMEDIES FOR NONCOMPLIANCE

The provider's failure to provide an acceptable audit, in accordance with the requirements of the Audit Clause Requirements, may result in the DPW's not accepting the report and initiating sanctions against the contractor that may include the following:

- Disallowing the cost of the audit.
- Withholding a percentage of the contract funding pending compliance.
- Suspending subsequent contract funding pending compliance.

TECHNICAL ASSISTANCE

Technical assistance on the DPW's audit requirements, will be provided by:

Department of Public Welfare
Bureau of Financial Operations
Division of Financial Policy and Operations
Audit Resolution Section
3rd Floor, Bertolino Building
P.O. Box 2675
Harrisburg, Pennsylvania 17105-2675
Phone: (717) 787-8890 FAX: (717) 772-2522

**AUDIT CLAUSE D – VENDOR
ENCLOSURE I**

The Department of Public Welfare (DPW) requires an Independent Accountant's Report on the Attestation to be in the format described by the American Institute of Certified Public Accountants (AICPA). The following is the form of report an Independent Accountant should use when expressing an opinion on an entity's compliance with specified requirements during a period of time. For further guidance, refer to the AICPA guidelines.

Independent Accountant's Report

[Introductory Paragraph]

We have examined [*name of entity*]'s compliance with [*list specific compliance requirement*] during the [*period*] ended [*date*]. Management is responsible for [*name of entity*]'s compliance with those requirements. Our responsibility is to express an opinion on [*name of entity*]'s compliance based on our examination.

[Scope Paragraph]

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about [*name of entity*]'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on [*name of entity*]'s compliance with specified requirements.

[Opinion Paragraph]

In our opinion, [*name of entity*] complied, in all material respects, with the aforementioned requirements for the year ended December 31, 20XX.

[DATE]

[SIGNATURE]

SUBRECIPIENT / VENDOR AUDITS

AUDIT CLAUSE D – VENDOR

The Commonwealth of Pennsylvania, Department of Public Welfare (DPW), distributes federal and state funds to local governments, nonprofit, and for-profit organizations. Federal expenditures are subject to federal audit requirements, and federal funding and state funding passed through DPW are subject to DPW audit requirements. If any federal statute specifically prescribes policies or specific requirements that differ from the standards provided herein, the provisions of the subsequent statute shall govern.

Vendor means a dealer, distributor, merchant, or other seller providing goods or services to an auditee that are required for the **administrative support** of a program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program. The vendor's responsibility is to meet the requirements of the procurement contract.

Department of Public Welfare Audit Requirement

If in connection with the agreement, an entity **expends \$300,000 or more in combined state and federal funds** during the program year, the entity shall ensure that, for the term of the contract, an independent auditor conducts annual examinations of its compliance with the terms and conditions of this contract. These examinations shall be conducted in accordance with the American Institute of Certified Public Accountants' Statements on Standards for Attestation Engagements No 10, Compliance Attestation (SSAE 10), and shall be of a scope acceptable to the DPW. The initial compliance examination shall be completed for the official annual reporting period of this agreement and conducted annually thereafter.

The Commonwealth reserves the right for state and federal agencies, or their authorized representatives, to perform financial and performance audits if deemed necessary. If it is decided that an audit of this contract will be performed, the contractor will be given advance notice. The contractor shall maintain books, records, and documents that support the services provided, that the fees earned are in accordance with the contract, and that the contractor has complied with contract terms and conditions. The contractor agrees to make available, upon reasonable notice, at the office of the contractor, during normal business hours, for the term of this contract and the retention period set forth in this Audit Clause, any of the books, records, and documents for inspection, audit, or reproduction by any state or federal agency or its authorized representative.

The contractor shall preserve all books, records, and documents related to this contract for a period of time that is the greater of five years from the contract expiration date, until all questioned costs or activities have been resolved to the satisfaction of the Commonwealth, or as required by applicable federal laws and regulations, whichever is longer. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement.

Records that relate to litigation or the settlement of claims arising out of performance or expenditures under this contract to which exception has been taken by the auditors, shall be retained by the contractor or provided to the Commonwealth at the DPW's option until such litigation, claim, or exceptions have reached final disposition.

SUBRECIPIENT / VENDOR AUDITS

AUDIT CLAUSE D – VENDOR

Except for documentary evidence delivered pursuant to litigation or the settlement of claims arising out of the performance of this contract, the contractor may, in fulfillment of his obligation to retain records as required by this Audit Clause, substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth

DPW Required Audit Report Submission

The contractor shall submit the SSAE 10 report to the DPW within 90 days after the required period of audit has ended. When the SSAE 10 report is other than unqualified, the contractor shall submit to the DPW, in addition to the audit report, a plan describing what actions the contractor will implement to correct the situation that caused the auditor to issue a qualified opinion, a timetable for implementing the planned corrective actions, and a process for monitoring compliance with the timetable.

Submit **two copies** of the DPW required audit report package.

1. Independent Accountant's Report – on the Attestation of an entity's compliance with specific requirements during a period of time in accordance with the contract and the appropriate schedule, as required.
2. Submit the audit report directly to the program office.

REMEDIES FOR NONCOMPLIANCE

The provider's failure to provide an acceptable audit, in accordance with the requirements of the Audit Clause Requirements, may result in the DPW's not accepting the report and initiating sanctions against the contractor that may include the following:

- Disallowing the cost of the audit.
- Withholding a percentage of the contract funding pending compliance.
- Suspending subsequent contract funding pending compliance.

TECHNICAL ASSISTANCE

Technical assistance on the DPW's audit requirements will be provided by:

Department of Public Welfare
Bureau of Financial Operations
Division of Audit and Review
Audit Resolution Section
2nd Floor, Hilltop Building
DGS Annex; 3 Ginko Drive
P.O. Box 2675
Harrisburg, Pennsylvania 17105-2675
Email: RA-pwauditresolution@pa.gov

SUBRECIPIENT / VENDOR AUDITS

AUDIT CLAUSE D – VENDOR ENCLOSURE I

The Department of Public Welfare (DPW) requires an Independent Accountant's Report on the Attestation to be in the format described by the American Institute of Certified Public Accountants (AICPA). The following is the form of report an Independent Accountant should use when expressing an opinion on an entity's compliance with specified requirements during a period of time. For further guidance, refer to the AICPA Professional Standards.

Independent Accountant's Report

[Introductory Paragraph]

We have examined *[name of entity]*'s compliance with *[list specific compliance requirement]* during the *[period]* ended *[date]*. Management is responsible for *[name of entity]*'s compliance with those requirements. Our responsibility is to express an opinion on *[name of entity]*'s compliance based on our examination.

[Scope Paragraph]

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about *[name of entity]*'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on *[name of entity]*'s compliance with specified requirements.

[Opinion Paragraph]

In our opinion, *[name of entity]* complied, in all material respects, with the aforementioned requirements for the year ended December 31, 20XX.

[DATE]

[SIGNATURE]

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned 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, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, 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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-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 documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 under *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 and not more than \$100,000 for such failure.

SIGNATURE: _____

TITLE: _____

DATE: _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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. 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 followup 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 subaward 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 registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

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

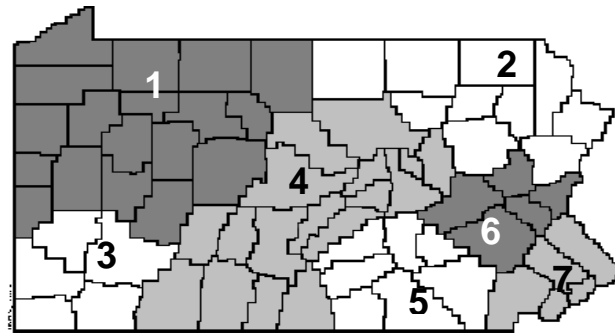
Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: ^{4c}	5. If Reporting Entity in No. 4 is a 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 Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. 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 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 (Rev. 7-97)

CHILDREN’S TRUST FUND BOARD MEMBERS
as of March 2013



Frank Cervone
Support Center for Child Advocates
Philadelphia – Region 7

Representative Louise Bishop
House of Representatives
Philadelphia – Region 7

Bruce Clash
Fight Crime: Invest in Kids PA
Cumberland County – Region 5

Senator Bob Mensch
Senate of Pennsylvania
parts of Bucks, Montgomery, Lehigh,
Northampton – Regions 6 & 7

Susan Eckert
United Way of Lancaster County
Lancaster County – Region 5

Representative Dan Moul
House of Representatives
Adams & Franklin Counties – Region 5

Harry Hamilton, Esq.
Luzerne County – Region 2

Representative Tarah Toohil
House of Representatives
Luzerne County – Region 2

Angela Liddle
PA Family Support Alliance
Dauphin County – Region 5

Senator Kim Ward
Senate of Pennsylvania
Westmoreland County – Region 3

Maria McColgan, M.D.
St. Christopher’s Hospital for Children
Philadelphia – Region 7

Senator LeAnna Washington
Senate of Pennsylvania
Philadelphia – Region 7

Linda Rich
Center for Nonviolence and Social Justice
Philadelphia – Region 7

Rodney Wagner
York County Youth Development Center
York County – Region 5

PENNSYLVANIA CHILDREN'S TRUST FUND

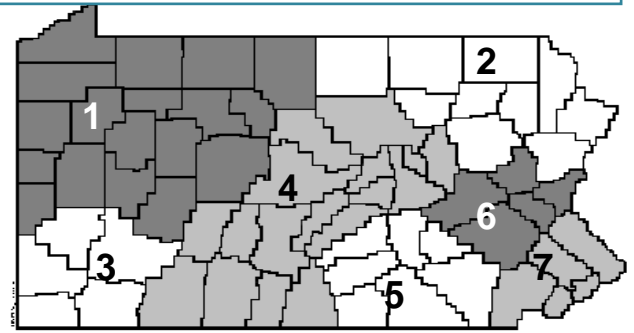
DISTRIBUTION OF FUNDS BY REGION AND COUNTY

Appendix B

STATE FUNDING TOTAL = \$33,000,486

262 GRANTS AWARDED

as of November 1, 2012¹



REGION 1	\$5,423,054	46 Grants	REGION 4	\$4,372,974	37 Grants
Armstrong	\$179,417	1	Bedford	-	-
Beaver	\$297,700	2	Blair	\$496,560	6
Butler	\$542,499	3	Cambria	\$367,921	4
Cameron	-	-	Centre	\$150,000	1
Clarion	\$135,000	1	Clinton	\$355,704	3
Clearfield	\$624,052	5	Columbia	\$357,500	3
Crawford	\$465,497	4	Franklin	\$363,561	3
Elk	\$124,488	2	Fulton	\$285,000	2
Erie	\$765,571	6	Huntingdon	\$300,000	2
Forest	\$137,718	1	Juniata	\$148,874	1
Indiana	\$516,806	5	Lycoming	\$84,564	1
Jefferson	\$29,501	1	Mifflin	\$299,730	2
Lawrence	\$517,294	6	Montour	-	-
McKean	\$300,000	2	Northumberland	\$150,000	1
Mercer	\$403,860	4	Snyder	\$240,000	2
Potter	\$150,000	1	Somerset	\$359,000	3
Venango	\$150,000	1	Union	\$414,560	3
Warren	\$83,651	1	REGION 5	\$2,670,747	20 Grants
REGION 2	\$1,624,250	16 Grants	Adams	\$150,000	1
Bradford	\$15,522	1	Cumberland	\$486,357	4
Lackawanna	\$570,000	4	Dauphin	\$779,200	5
Luzerne	\$494,070	5	Lancaster	\$300,000	2
Monroe	-	-	Lebanon	\$240,000	2
Pike	-	-	Perry	-	-
Sullivan	\$29,000	2	York	\$715,190	6
Susquehanna	-	-	REGION 6	\$2,097,926	17 Grants
Tioga	\$110,658	1	Berks	\$421,234	3
Wayne	-	-	Carbon	\$300,000	2
Wyoming	\$405,000	3	Lehigh	\$1,083,731	9
REGION 3	\$6,577,741	46 Grants	Northampton	\$210,000	2
Allegheny	\$4,753,538	31	Schuylkill	\$82,961	1
Fayette	\$604,244	5	REGION 7	\$10,233,794	79 Grants
Greene	\$35,000	1	Bucks	\$907,315	8
Washington	\$968,459	7	Chester	\$635,594	5
Westmoreland	\$216,500	2	Delaware	\$331,209	3
			Montgomery	\$1,939,453	16
			Philadelphia	\$6,420,223	47

¹ Total grants and dollars awarded since CTF's inception in November 1990. Funds are distributed by the county in which the grantee is based, not the counties in which services are rendered.

Evidence-Based Practice¹

What is evidence-based practice?

In the most general terms, evidence-based practice can be defined as the use of research to improve practice.

How is evidence-based practice defined?

Evidence-based (EB) practice is defined as the integration of the best available research with child abuse prevention program expertise within the context of the child, family, and community characteristics, culture, and preferences.² These approaches to prevention are validated by some form of documented scientific evidence. This includes findings established through scientific research, such as controlled clinical studies; however, other methods of establishing evidence are also valid.

Evidence-based practices may be considered “supported” or “well-supported,” depending on the strength of the research design. (See the graphic below.)

How does evidence-informed practice differ from evidence-based practice?

Evidence-informed (EI) practice is very similar to evidence-based, but the level of evidence supporting the programs or practices is not as strong— these programs are emerging or promising in their design. Evidence-informed practice allows for innovation, while still incorporating lessons learned from the existing research literature.

The following graphic helps to illustrate how programs rest somewhere on the continuum of EI to EB practices while meeting some basic standards. They should:

- Be based on a logic model
- Have a written manual or protocol
- Be generally accepted
- Shown to do no harm
- Demonstrate a commitment to ongoing evaluation and the establishment of a process for continuous quality improvement

¹ The information referenced in this section is taken from the FRIENDS National Resource Center for Community-Based Child Abuse Prevention (CBCAP), the training and technical assistance agency for federally-funded CBCAP agencies; <http://friendsnrc.org/cbcap-priority-areas/evidence-base-practice-in-cbcap>

² This definition was adapted from current definitions developed by the Institute of Medicine and the American Psychological Association.

EBP & EIP

Shared Components:

- Logic Model ●
- Manual/Protocol ●
- Not Harmful ●
- Accepted Practice ●

Commitment to CQI & Ongoing Evaluation

Emerging	Promising	Supported	Well Supported
<ul style="list-style-type: none">•Ongoing collection of pre/post data•Peer review•Document all implementation activities	<ul style="list-style-type: none">•All elements of emerging, plus:•1 study, quasi-experimental design with control or comparison group•Model fidelity	<ul style="list-style-type: none">•All elements of promising, plus:•2 randomized trials or 2 between group studies (or comparable methodology)•One year sustained effect	<ul style="list-style-type: none">•All elements of supported, plus:•Multiple site replication

Evidence Informed ← → **Evidence-Based**

*What are the differences between EB/EI **programs** and **practices**?*

An EB/EI *program* is a set of practices or a curriculum that is bundled together as a whole. This program is intended to be implemented with all of its pieces or "core components" in place.

EB/EI *practices* are individualized practices that can be implemented on their own. These can be thought of as "a la carte" options, because they can be implemented individually or grouped with other practices. Of course, programs should always evaluate their practices to see whether they are achieving the expected results.

Strengthening Families™ Protective Factors Framework

The 2013 Children’s Trust Fund Request for Application will focus on the prevention of child abuse and neglect by providing supportive evidence-based or evidence-informed (EB/EI) programs or practices that ultimately strengthen families through the use of five protective factors outlined in the Center for the Study of Social Policy’s Strengthening Families™ approach. Ongoing research conducted by the Center for the Study of Social Policy has shown that the presence and prominence of five protective factors in families reduces the likelihood of child abuse and neglect and contributes to excellent outcomes for young children.

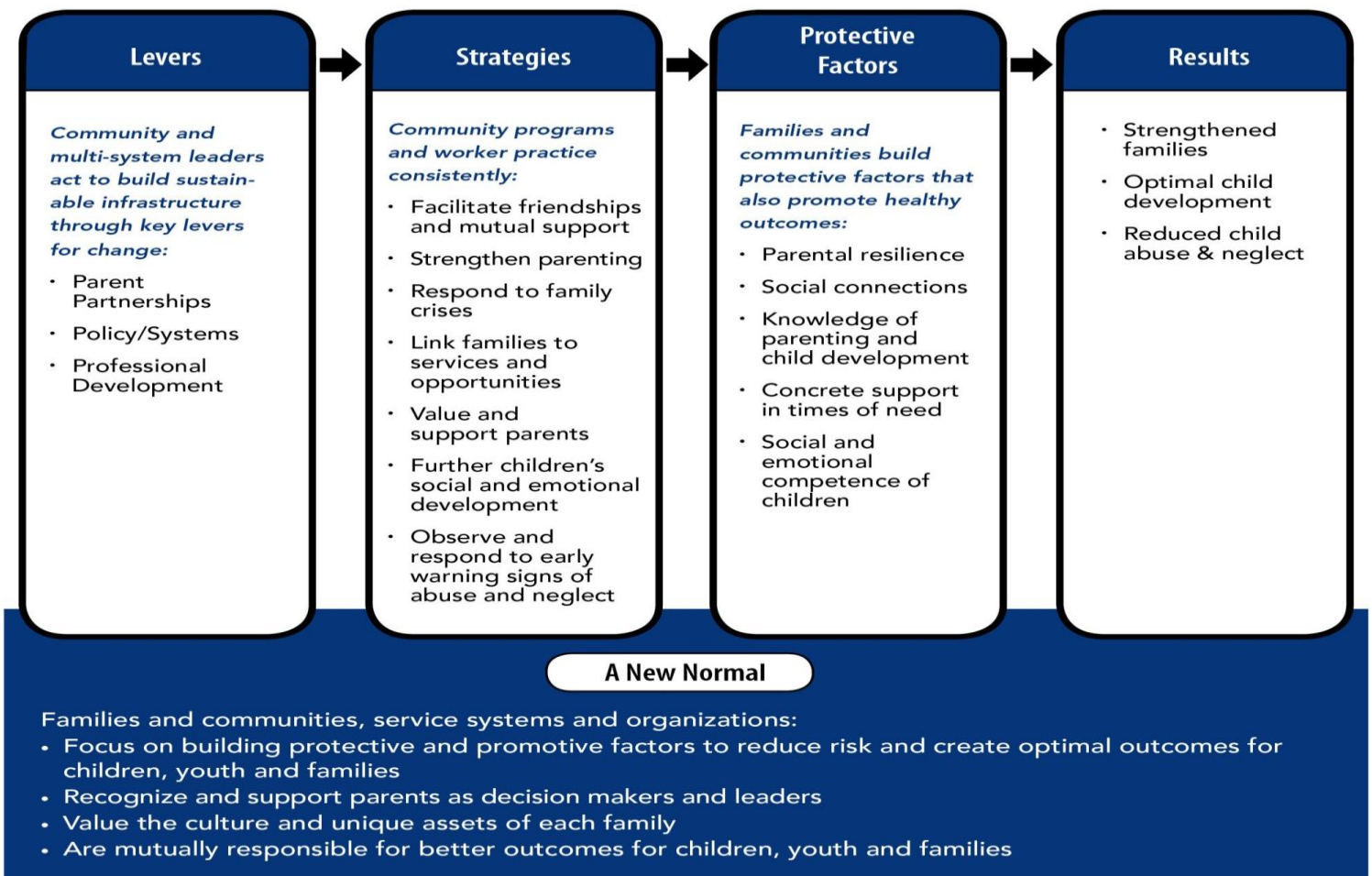
Strengthening Families™ Protective Factors

- **Parental Resilience:** No one can eliminate stress from parenting, but a parent’s capacity for resilience can affect how a parent deals with stress. Resilience is the ability to manage and bounce back from all types of challenges that emerge in every family’s life. It means finding ways to solve problems, building and sustaining trusting relationships including relationships with your own child, and knowing how to seek help when necessary.
- **Social Connections:** Friends, family members, neighbors and community members provide emotional support, help solve problems, offer parenting advice and give concrete assistance to parents. Networks of support are essential to parents and also offer opportunities for people to “give back”, an important part of self- esteem as well as a benefit for the community. Isolated families may need extra help in reaching out to build positive relationships.
- **Concrete Support in Times of Need:** Meeting basic economic needs like food, shelter, clothing and health care is essential for families to thrive. Likewise, when families encounter a crisis such as domestic violence, mental illness or substance abuse, adequate services and supports need to be in place to provide stability, treatment and help for family members to get through the crisis.
- **Knowledge of Parenting and Child Development:** Accurate information about child development and appropriate expectations for children’s behavior at every age help parents see their children and youth in a positive light and promote their healthy development. Information can come from many sources, including family members as well as parent education classes and surfing the internet. Studies show information is most effective when it comes at the precise time parents need it to understand their own children. Parents who experienced harsh discipline or other negative childhood experiences may need extra help to change the parenting patterns they learned as children.
- **Social and Emotional Competence of Children:** A child or youth’s ability to interact positively with others, self-regulate their behavior and effectively communicate their

feelings has a positive impact on their relationships with their family, other adults, and peers. Challenging behaviors or delayed development creates extra stress for families, so early identification and assistance for both parents and children can head off negative results and keep development on track.¹

“In keeping with the goal of focusing on strengths instead of deficits, the Strengthening Families™ approach uses a logic model for reducing child abuse and neglect based on building resiliency rather than reducing risk.”² The logic model that follows was developed by first identifying protective factors that were correlated to optimal child development and child abuse and neglect prevention and then identifying program strategies that build these protective factors.

Strengthening Families: Creating a New Normal



¹ *The Protective Factors Framework*, Center for the Study of Social Policy, Washington, D.C.;

<http://www.cssp.org/reform/strengthening-families/basic-one-pagers/Strengthening-Families-Protective-Factors.pdf>.

² *Protecting Children by Strengthening Families: A Guidebook for Early Childhood Programs*; page 1-5; Center for the Study of Social Policy; Washington, D.C.; April 2004. http://www.cssp.org/reform/strengthening-families/resources/body/SF_Guidebook_2nd_Ed.pdf.

Under this RFA, EB/EI programs or practices must be utilized that will provide parents with strategies to strengthen their resilience and functioning; deepen their understanding of child development and use of positive learning strategies to guide children's behavior and social/emotional development; and assist in building a network of supports and connections to family and services when in need.

Within the framework of the chosen EB/EI program or practices, applicants must detail the specific methods and experiences that will be used with families that align with the seven strategies identified in the Logic Model as a means of building protective factors and preventing child abuse and neglect. Following are some examples of strategies that can be used within the chosen EB/EI programs or practices to support parents, children and families.

1. Value and support parents

- Support families in effectively building and enhancing positive relationships and interactions between parents and their children and between parents and other adults who care for their children, including fathers and the parents' extended families.
- Serve as a partner with parents in their child's development, learning and education and listen to parents' questions, concerns and opinions.
- Help parents to understand their role as their child's first and most important teacher.
- Help to develop leadership and advocacy skills in parents.
- Provide specific services focused on fathers.
- Provide education and support around typical developmental, academic and social issues that affect adolescents, if working with a teen parent population.

2. Facilitate friendships and mutual support

- Develop strong relationships between the service provider and the parents and children served, as well as the parent's extended family when appropriate.
- Assist parents and families to develop and maintain connections with each other.

3. Strengthen parenting

- Identify and implement activities that engage both parents and children together.
- Model parenting skills and techniques to the parents you will serve.
- Provide information on additional community-based resources and classes on parenting, child development, developmentally appropriate discipline, etc. that are available to the parents and families you will serve.

4. Facilitate children's social and emotional development
 - Provide coaching and mentoring on the development of experiences and activities that support young children's healthy social and emotional growth and development.
 - Mentor parents' use of positive reinforcement and praise with their child.
 - Offer support and training on positive methods of child guidance and behavior.

5. Link families to services and opportunities
 - Be knowledgeable of community-based service agencies including the referral process, funding assistance, and the identification of the best service for specific family needs. This may include, but is not limited to, accessing health insurance, child care and subsidies, Early Intervention, transportation, housing, finance management, domestic/partner violence, sexual abuse.
 - Help parents ensure they are receiving adequate prenatal care while pregnant and pediatric health care for their child once born.
 - Provide reproductive health education to prevent second pregnancies.
 - Assist parents in setting goals to complete their secondary education, obtain higher education, and/or gain employment.
 - Develop a resource library that describes community agencies and the services offered.

6. Respond to families who may be in crisis
 - Be available to parents and their extended family to discuss and seek support for difficult home situations.
 - Describe the importance of confidentiality.
 - Understand the characteristics of high-risk behaviors, as appropriate, in family dynamics.

7. Observe and respond to early warning signs of child abuse or neglect
 - Provide ongoing staff professional development on recognizing child abuse and neglect.
 - Understand the mandated reporter role, including the process for reporting potential abuse or neglect to the authorities and for constructively discussing the situation with young parents and families.