

ASSURANCES

THE CONTRACTOR AGREES:

1. That they possess the legal authority to enter into a contract and to finalize the proposed contract and the proposed description of services/scope of work; that a resolution, motion, or similar action supporting the proposed contract has been adopted or passed as an official act of the application; and that it will provide such additional information as may be required.
2. To provide services as specified in the contract in accordance with the provisions of the Developmental Disabilities Bill of Rights and Assistance Act of 2000, P.L. 106-402 (DD Act), and with all regulations promulgated under the Act.
3. To furnish information to the NCCDD as required to support the full cost of service(s) as described in the contract documents.
4. To comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria established by state or federal law to assure quality of service(s).
5. To accept responsibility for adherence to sound fiscal and administrative procedures.
6. That the use or disclosure of consumer information obtained in connection with the administration of the contract is restricted to purposes directly connected with the administration of developmental disabilities funds.
7. That any direct services provided to an individual with an intellectual or other developmental disability (I/DD) through the contract will be provided in an individualized manner, consistent with the unique strengths, resources, priorities, concerns, abilities and capabilities of the individual.
8. To use "people first" language, as described in the NCCDD publication of the same name, when communicating with, writing about, and referring to persons with I/DD in the conduct and administration of developmental disabilities funds.
9. To comply with all state and federal rules, regulations, and policies protecting the human rights of people with I/DD and, specifically, to avoid or discontinue the use of aversive therapies and procedures and inappropriate uses of physical or mechanical restraints and seclusion to modify the behavior of people with I/DD.
10. Services and facilities furnished for people with I/DD are in accordance with all applicable standards prescribed by federal and state laws and regulations.
11. To comply with Title VII of the Civil Rights Act of 1964 and all regulations promulgated under the Act.

12. To comply with all applicable provisions of the Americans with Disabilities Act (ADA) and all applicable regulations promulgated under the Act.
13. To develop and implement an affirmative action plan.
14. To employ and advance in employment qualified persons with I/DD whenever possible.
15. To comply with the Rehabilitation Act of 1992 and all applicable regulations promulgated under the act.
16. To maintain time records for all salaried staff who work less than 100% of their time in the program and that no employee or volunteer, without providing justification in writing to the NCCDD, may utilize a percentage of his/her time for match or to procure federal funds, which percentage of time is incompatible with commitments to other endeavors, paid or volunteer, which occur during the time period that person is obligated to the NCCDD contract.
17. That any employee, officer, or director of such agency cannot participate on any review committee of the NCCDD voting on its own contract, and that any employee, officer, or director of such agency making an appeal to the NCCDD cannot participate in the review of that appeal.
18. That any employee, officer, or director of such agency shall avoid using his or her position for private gain, giving preferential treatment to any person, or affecting adversely the confidence of the public in the integrity of such agency and/or the NCCDD.
19. That the contract will maximize the use of all community resources, including volunteers and appropriate voluntary organizations.
20. To comply with the Federal and State Certifications attached to this contract.
21. That ownership of all property and equipment purchased with NCCDD funds may be determined to remain with the NCCDD. *NOTE: This does not apply to Pass-Through subrecipients.
22. To maintain and administer, in accordance with sound business practices, a program for the maintenance, repair, protection and preservation of all property and equipment purchased with NCCDD funds that is associated with contractor activities, to assure its continued availability.
23. To obtain prior written approval from the NCCDD before subcontracting any work contemplated. Contractors are encouraged to use qualified minority firms where possible. Any approved subcontracts shall be subject to all conditions of these assurances.
24. To submit to the NCCDD quarterly programmatic and monthly fiscal reports as required and in the manner described as follows:

Quarterly programmatic reports will be submitted by the contractor into the NCCDD database, DD Suite.

Not less than monthly, a request for reimbursement or a report of outlays, showing expenditures, both federal and non-federal, will be submitted to NCCDD by the 15th day following the end of each month. While no moneys may have been expended (in such case, all entries will be zeros),

these monthly requests are mandatory. Expenditures in arrears more than sixty (60) days, or two months after the period for which the contract is funded, may not be reimbursable, and a negative award will be issued where there is no good cause for the delay;

Not more than thirty (30) days after the end date of this contract, a final request for reimbursement or report of outlays for expenditures covered under this agreement will be submitted to NCCDD. After thirty (30) days, the most recent request for reimbursement or report of outlays received by the Council will be considered to be the final request. No request for reimbursement will be submitted for any encumbrance made after the end date of this contract.

25. To maintain program and fiscal reports required by the NCCDD and to agree that a programmatic, facilities and/or fiscal review/monitoring/evaluation may be conducted by state and/or federal personnel and other persons authorized by the NCCDD and to make records and staff time available to the NCCDD.

26. To maintain books, records, documents and other evidence and accounting procedures which reflect all direct and indirect costs expended under the terms of the contract; to maintain a current, complete inventory of all equipment purchased under the terms of the contract; to allow these records to be inspected, reviewed and/or audited by state and federal personnel and other personnel duly authorized by the NCCDD.

27. That the NCCDD may duplicate, use and disclose all data delivered under the terms of this contract within the boundaries of regulations pertaining to confidentiality of consumer information; that the NCCDD has a royalty-free, non-exclusive and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of all data, and to authorize others to do so, now or hereafter covered by copyright; provided that with respect to data not originated in the performance of this contract, such license shall be only to the extent that the contractor has the right to grant such license without becoming liable to pay compensation to others because of such grant.

28. That the publication of manuals and/or brochures will be reviewed by and receive prior approval from the NCCDD before the printing and distribution of such material.

29. That all reports, studies, statements, press releases, conferences or workshops, requests for applications, bid solicitations, or other documents made as the result of this contract will acknowledge the support provided by the NCCDD, and will state the percentage and dollar amount of federal and non-federal resources associated with the contract. (The following is an example for a contract/initiative funded at a 25%-75% ratio: "This initiative is supported at 25% (\$XX.XX) by *name of your agency* and at 75% (\$XX.XX) by the North Carolina Council on Developmental Disabilities and the funds it receives through P.L. 106-402, the Developmental Disabilities Bill of Rights and Assistance Act of 2000.")

30. To certify that the NCCDD funds used for this contract do not replace or supplant, in any way, non-federal funds for already existing services.

31. To certify that the NCCDD funds are not used for activities that the contractor is already mandated by law to provide.

32. That it is expressly understood and agreed that the services provided by this contract for which funds have been received from the NCCDD, or for which funds have been designated as match for funds received from the NCCDD, shall consist exclusively of those services specified in the contract. The NCCDD will not be responsible for reimbursement of pre-award expenses.

33. That payment of NCCDD funds to the contractor will be made monthly with total compensation not to exceed the total, federal share awarded to the project, and that payment will be based on approval by the NCCDD of monthly expense reports and quarterly program reports submitted by the contractor. Requests for payment of NCCDD funds to the contractor will be made on the basis of one of the following requests submitted by the initiative and approved by the NCCDD:

(A) Requests for reimbursement to the contractor of actual expenditures incurred by the initiative during the reporting period, or

(B) Requests for advancement of funds to the contractor based on estimated costs if the contractor is not a North Carolina State governmental agency, institution, or department.

34. To comply with non-federal matching requirements in its first and/or second and/or third funding period (if a second and/or third funding period is warranted and approved) using the following percentages, unless such requirement is waived by NCCDD:

Funding Period	Non-Poverty County	Poverty County
1st	75% Fed, 25% Local	90% Fed, 10% Local
2nd	60% Fed, 40% Local	75% Fed, 25% Local
3rd	50% Fed, 50% Local	60% Fed, 40% Local

35. That any contract which may acquire income as a result of the contract must be accountable for this income. Income may include, but will not be limited to, income from service fees, sale of commodities, use of rental fees, sale of assets purchased with contract funds, and royalties on patents and copyrights.

(1) Income may be deducted from total contract costs. Under this alternative, the recipient must use the income to reduce the amount of federal and other funds needed to pay the allowable costs of the initiative.

(2) Income may be used for costs that count toward satisfying a cost-sharing or matching requirement. The income, when received, must be used to provide the cost-sharing or match before contract funds are used.

(3) Income may be used for costs that further the objectives of the statute under which the contract is made, but which are not part of the contractor's budget. *This method is currently the method required by the NCCDD. Income used in this fashion is not deducted from the total contract costs when completing the "Request for Reimbursement" forms.*

36. That this contract, in whole or in part, may be canceled at any time by the NCCDD in the event funding to the Council from federal sources is not available and/or is not continued at an aggregate level sufficient to allow for the purchase of the indicated description of services/scope of work, by mutual consent of both parties, or by either party with cause, upon thirty (30) days notice, in writing and delivered by registered mail with return receipt requested. That in the

event of termination in part, both parties shall continue the performance of this contract to the extent not terminated.

37. That if this contract is terminated, the NCCDD may require the contractor to deliver and transfer title or assignment of interest in any property secured through use of NCCDD funds to the NCCDD; dispose of any property specifically produced or acquired through use of NCCDD funds for the performance of such part of this contract as has been terminated in accordance with instructions from the NCCDD; and protect and preserve property in the possession of the contractor in which the NCCDD has an interest.

38. That after receipt of a notice of termination and except as otherwise directed by the NCCDD, the contractor shall cease work under the contract on the date, and to the extent specified, in the notice of termination; that the NCCDD shall pay the contractor the agreed upon amount for the delivery of services under the terms of the contract up to the effective date of termination; and that payment shall not be made for property or excessive supplies purchased after the notice of termination is received, except as approved by the NCCDD. That if the contract is terminated as described above, the contractor will pay back any NCCDD funds received, less the amount expended or encumbered for services provided up to the time of termination.

39. That the NCCDD may, from time to time, require changes in the scope of the services of the contract to be performed under the contract. Such changes, including any increase or decrease in the amount of the contractor's compensation which are mutually agreed upon by and between the contractor and the NCCDD, shall be incorporated in written amendments to the contract, after being approved by the NCCDD.

40. That the contractor shall not change the scope of the services specified in the approved contract without the prior written approval from the NCCDD.

This certification for Assurances #1 through #40 is a material representation of fact upon which reliance was placed when the contract was made or entered into. Submission of this certification is a prerequisite for making or entering into the contract.

Certifying Organization (Please Print)

Certifying Signature	Title	Date
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