

North Carolina Council on Developmental Disabilities (NCCDD)

PROJECT PROFILE

RFA # / Title of Project:

| | |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| APPLICANT AGENCY | NAME: _____ ADDRESS: _____ CITY, STATE, ZIP CODE: _____ TYPE OF AGENCY OR ORGANIZATION: <input type="checkbox"/> State <input type="checkbox"/> Private non-profit <input type="checkbox"/> Other/Public COUNTY HEADQUARTER: <input type="checkbox"/> Poverty County <input type="checkbox"/> Non-poverty County <i>(See list of Designated Poverty Counties on page 7 of Application)</i> APPLICANT AGENCY FISCAL YEAR: Begin ___/___/___ End ___/___/___ |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AUTHORIZED OFFICIAL (OF APPLICANT AGENCY) | NAME: _____ TITLE: _____ EMAIL ADDRESS: _____ TELEPHONE: () FAX: () _____ SIGNATURE: _____ _____ |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | |
|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| IMPLEMENTING AGENCY (IF DIFFERENT FROM APPLICANT AGENCY) | NAME: _____ ADDRESS: _____ CITY, STATE, ZIP CODE: _____ CONTACT PERSON: _____ EMAIL ADDRESS: _____ TELEPHONE: () FAX: () _____ IMPLEMENTING AGENCY FISCAL YEAR: Begin: ___/___/___ End: ___/___/___ |
|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PROJECT DIRECTOR | NAME: _____ ADDRESS: _____ CITY, STATE, ZIP CODE: _____ EMAIL ADDRESS: _____ TELEPHONE: () FAX: () _____ |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|

MINIMUM & ACTUAL FINANCIAL INFORMATION AT A GLANCE

| YEAR of ___ | NCCDD SHARE _____% | MATCHING SHARE _____% | | TOTAL BUDGET | Actual Proposed | NCCDD SHARE _____% | MATCHING SHARE _____% | | TOTAL BUDGET |
|---------------------|--------------------------|-----------------------|---------|-----------------|--------------------|--------------------------|-----------------------|---------|-----------------|
| | | CASH | IN-KIND | | | | CASH | IN-KIND | |
| Required Minimum | | | | | | | | | |

Project Start Date: ___/___/___ **Project End Date:** ___/___/___

North Carolina Council on Developmental Disabilities (NCCDD)

PROJECT ABSTRACT AND NARRATIVE

Project Abstract and Narrative: In an initial paragraph (100 words or less) provide an abstract (summary) of the project you propose. In the remainder of the eight (8) pages or less (double-spaced, 12 font size, front only, no reductions), detail what you propose to accomplish throughout this grant. Your narrative should include the following: statement of need, description of the target population, methodology, impact and expected outcomes of the proposed project, project staffing requirements, organizational structure for the project, plan for dissemination of any project materials, and post-project activities. *(When applying for project continuation funding, this section should be modified to describe the progress of the project during the previous Performance Agreement and expected outcomes for the next Performance Agreement.)*

Applicants are encouraged to use "people first" language in all written materials, including your work plan. For further information, please request the NCCDD publication, "People First."

North Carolina Council on Developmental Disabilities (NCCDD)

PROPOSED ACTION PLAN FOR NCCDD PROJECT

Expected Outcome of Project Activities Listed Below: _____

Contact Person: _____ Telephone Number: _____

| Project Activities Leading to Outcome Above | Responsible Person | Timeline |
|---------------------------------------------|--------------------|----------|
| | | |

North Carolina Council on Developmental Disabilities (NCCDD)

PROPOSED ACTION PLAN FOR NCCDD PROJECT

Expected Outcome of Project Activities Listed Below: Grantee will identify and secure funding for the continuation of this project after Council funding has ended.

Contact Person: Ms. A. Jones (Project Director) Phone Number: (123) 555-1234

| Project Activities Leading to Outcome Above | Responsible Person | Timeline |
|--------------------------------------------------------------------------------------------------------------|---------------------------|-----------------|
| 1. Establish work group to coordinate continuation funding | Ms. A. Jones | 1/1/03 |
| 2. Work group will develop a plan of action to secure future funding | Ms. A. Jones | 7/1/03 |
| 3. Work group and Project Director will monitor progress of plan monthly | Ms. A. Jones | 8/1/03 |
| 4. The plan will be evaluated at least annually and modified for improved effectiveness | Ms. A. Jones | 9/1/03 |
| 5. Activities, successes, barriers of the work group will be reported to the grantor in the Quarterly Report | Ms. A. Jones | 4/15/03 |

North Carolina Council on Developmental Disabilities

**NORTH CAROLINA COUNCIL ON DEVELOPMENTAL DISABILITIES (NCCDD)
BUDGET SUMMARY**

PROJECT TITLE:

APPLICANT AGENCY:

ANNUAL BUDGET: Please fill in dollar amounts in the budget categories below. TOTAL PROGRAM COST must equal the sum of the MATCHING SHARE (cash and/or in-kind) plus the NCCDD FUNDS REQUIRED.

| BUDGET CATEGORY | BUDGET | | | |
|---------------------|-------------------------|---------------|---------------|-----------------------|
| | NCCDD FUNDS REQUIRED | MATCH | | TOTAL PROGRAM COST |
| | | CASH | IN-KIND | |
| SALARIES | | | | \$0.00 |
| FRINGE BENEFITS | | | | \$0.00 |
| SUPPLIES | | | | \$0.00 |
| STAFF TRAVEL | | | | \$0.00 |
| COST OF SPACE | | | | \$0.00 |
| EQUIPMENT | | | | \$0.00 |
| CONTRACTED SERVICES | | | | \$0.00 |
| OTHER | | | | \$0.00 |
| INDIRECT COST | | | | \$0.00 |
| TOTAL | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| REMARKS: | | | | |
| | | | | |

CERTIFICATION BY OFFICIAL AUTHORIZED TO MAKE COMMITMENT

It is understood that Non-Federal Resources identified in this budget will be used to match only NC Council on Developmental Disabilities' Federal Funds, and will not be used to match any other Federal Funds during the period of the NCCDD funded Project.

NAME & TITLE

DATE

SIGNATURE

**NORTH CAROLINA COUNCIL ON DEVELOPMENTAL DISABILITIES (NCCDD)
BUDGET SUMMARY NARRATIVE**

| BUDGET | | | | |
|----------------------------|-------------------------|----------------|---------------|-----------------------|
| POSITION/DESCRIPTION | NCCDD FUNDS REQUIRED | MATCHING SHARE | | TOTAL PROGRAM COST |
| | | CASH | IN-KIND | |
| SALARIES | | | | |
| | | | | \$0.00 |
| | | | | \$0.00 |
| SUBTOTAL | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| FRINGE BENEFITS | | | | |
| | | | | \$0.00 |
| | | | | \$0.00 |
| SUBTOTAL | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| SUPPLIES | | | | |
| | | | | \$0.00 |
| | | | | \$0.00 |
| SUBTOTAL | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| STAFF TRAVEL | | | | |
| | | | | \$0.00 |
| | | | | \$0.00 |
| SUBTOTAL | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| COST OF SPACE | | | | |
| | | | | \$0.00 |
| | | | | \$0.00 |
| SUBTOTAL | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| EQUIPMENT | | | | |
| | | | | \$0.00 |
| | | | | \$0.00 |
| SUBTOTAL | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| CONTRACTED SERVICES | | | | |
| | | | | \$0.00 |
| | | | | \$0.00 |
| SUBTOTAL | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| OTHER | | | | |
| | | | | \$0.00 |
| | | | | \$0.00 |
| SUBTOTAL | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| INDIRECT COST | | | | |
| | | | | \$0.00 |
| | | | | \$0.00 |
| SUBTOTAL | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Note:

A brief narrative description on each of the budget categories shown above are located in the Grant Application General Instructions Section III under Budget Information.

BUDGET INFORMATION

All costs to be reimbursed by federal funds must be used for the conduct of the project. The following list is a summary of costs considered "allowable," but is not all inclusive. Exclusion of an item from this list does not necessarily mean it is unallowable.

Budget categories may include:

| | | |
|---------------------|-----------------|----------------|
| Salaries | Fringe Benefits | Supplies |
| Staff Travel | Cost of Space | Equipment |
| Contracted Services | Other | Indirect Costs |

- **Salaries**

Salaries for all staff hired by the applicant organization to work specifically on the project. This may include professional staff, interns, paraprofessionals, and/or part-time/hourly employees. (See Assurances, Items 17, 18, 19 and 20)

- **Fringe Benefits**

Fringe Benefits for staff working on the project may include FICA, Unemployment, Worker's Compensation, Health Insurance and/or Retirement Benefits.

- **Supplies**

Supplies may include consumable items that are essential to the program. Examples of allowable supplies include office supplies, computer supplies, medical supplies, subscriptions, directories and/or journals.

- **Staff Travel**

Travel costs of staff identified in the budget that is deemed reasonable and necessary to conduct project activities. Examples of staff travel include transporting consumers, staff mileage relating to project operation, room, board, air fare, conference registration fees and meals.

- **Cost of Space**

Cost of Space may include rent or lease of office space (including utilities), and meeting or conference space to be used specifically for the project.

- **Equipment**

Equipment is defined as non-expendable items with a value exceeding \$500.00. This may include new or updated equipment, rental equipment or leased equipment essential to the program. Examples of allowable equipment include tools, office equipment, computers and computer software.

- **Contracted Services**

Contracted Services may include essential services which cannot be met by other grant personnel which specifically relate to the work of the project. Examples of contracted services include consultants, photocopy services, fiscal and/or auditing services. The Council must provide approval prior to grantee entering into any contracts.

- **Other Services**

Other Services may include consumer stipends, reproduction/printing, cleaning/janitorial services, telephone or any other service which does not fit into another category.

- **Indirect Costs**

Indirect cost rates negotiated with the Department of Health and Human Services Regional comptroller or other similar federal agency may be used to compute allowable indirect costs. Expenditures included as indirect costs may *not* be duplicated elsewhere in the budget. A copy of the Negotiation Agreement must be included with the grant application. Indirect/overhead costs may not exceed 15% of the total project cost or \$20,000, whichever is less.

North Carolina Council on Developmental Disabilities (NCCDD)

ASSURANCES

THE APPLICANT AGREES:

1. That it possesses legal authority to apply for the grant and to finalize the proposed project; that a resolution, motion, or similar action supporting the proposed project 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 this grant application in accordance with the provisions of the "Developmental Disabilities Assistance and Bill of Rights Act of 2000," P.L. 106-402, 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 grant application.
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 project is restricted to purposes directly connected with the administration of developmental disabilities funds.
7. That any direct services provided to individuals with a developmental disability through the project will be provided in an individual manner consistent with 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 disabilities 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 developmental disabilities and, specifically, to avoid or discontinue the use of aversive therapies and procedures to modify the behavior of people with developmental disabilities.
10. Services and facilities furnished for people with developmental disabilities are in accordance with all applicable standards prescribed by federal and state laws and regulations.
11. That, at all times during the term of the grant, the grantee will indemnify and hold harmless, to the extent allowable by law, the NCCDD and the Department of Health and Human Services (DHHS) against liability, loss, damage, costs or expenses to pay by reason of any consumer's

suffering, personal injury, death, or property loss or damage while participating in or receiving from the grantee services to be furnished by the grantee under the terms of the Performance Agreement or while on premises owned, leased or operated by the grantee, or while being transported to or from the premises in any vehicle owned, operated, leased, chartered or otherwise contracted for by the grantee; or any employee who is furnishing services called for under the terms of the grant, provided, however, that the provisions of the paragraph shall not apply to liabilities caused by or resulting from the acts of the NCCDD or any of its officers, members, employees, agents or representatives.

12. To comply with Title VII of the Civil Rights Act of 1964 and all regulations promulgated under the act.

13. To comply with all applicable provisions of the Americans with Disabilities Act (ADA) and all applicable regulations promulgated under the act.

14. To the development and implementation of an affirmative action plan.

15. To employ and advance in employment qualified persons with disabilities.

16. To comply with the Rehabilitation Act of 1992 and all applicable regulations promulgated under the act.

17. To maintain time records for all salaried staff who work less than 100% of their time in the program.

18. That no project 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 Council project.

19. That any employee, officer, or director of such agency cannot participate on any review committee of the NCCDD voting on its own application, and that any employee, officer, or director of such agency making an appeal to the NCCDD cannot participate in the review of that appeal.

20. 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.

21. That the project will maximize the use of all community resources, including volunteers and appropriate voluntary organizations.

22. To comply, if a state agency, with the DHHS Drug-Free Workplace Act requirements.

23. That ownership of all property and equipment purchased with NCCDD funds shall remain with the NCCDD.

24. 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 project activities, to assure its continued availability.

25. To obtain prior written approval from the NCCDD before subcontracting any work contemplated. Grantees are encouraged to use qualified minority firms where possible. Any approved subcontracts shall be subject to all conditions of these assurances.

26. To submit to the NCCDD programmatic and fiscal reports as required and in the manner described by the NCCDD.

27. To maintain program and fiscal reports required by the NCCDD and agrees that a program, facilities and/or fiscal review may be conducted by state and/or federal personnel and other persons authorized by the NCCDD.

28. To conduct an external audit, annually, in accordance with standards published in U. S. Office of Management and Budget Circulars, A-102 (for Government Grantees), and A-133 (for Private-Nonprofit and Institutions of Higher Education Grantees), and/or budget circulars that may supersede these, and to submit one (1) copy for each funding period to the NCCDD. (See Item 5.7 of the Performance Agreement).

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

30. Access to Persons and Records:

The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the NC DHHS shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

The DHHS basic records retention policy requires all records to be retained for a minimum of three years following completion or termination of the contract. If the contract is subject to Federal policy and regulations (applicable for all NCCDD contracts and Performance Agreements), record retention will normally be longer than three years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this contract has been started before expiration of the three year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three year period described above, whichever is later. Therefore, records shall not be destroyed, purged or disposed of without the express written consent of the Division.

31. That the NCCDD may duplicate, use and disclose all data delivered under the terms of this grant 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 grant, such license shall be only to the extent that the grantee has the right to grant such license without becoming liable to pay compensation to others because of such grant.

32. 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.

33. That all reports, studies, statements, press releases, requests for applications, bid solicitations, or other documents made as the result of this project 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 project. (The following is an example for a grantee funded at a 25%-75% ratio: "This project 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 Assistance and Bill of Rights Act of 2000.")

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

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

36. To participate in program, fiscal and administrative monitoring, and to make records and staff time available to the NCCDD.

37. To participate in an evaluation conducted by the NCCDD, or an evaluation conducted by a third party in coordination with the NCCDD, to evaluate the impact of the project.

38. That this project, 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 quantity of service(s), 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.

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

40. That if this project is terminated, the NCCDD may require the grantee 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 agreement as has been terminated in accordance with instructions from the NCCDD; and protect and preserve property in the possession of the grantee in which the NCCDD has an interest.

41. That after receipt of a notice of termination and except as otherwise directed by the NCCDD, the grantee shall cease work under the agreement on the date, and to the extent specified, in the notice of termination; that the NCCDD shall pay the grantee the agreed upon amount for the delivery of services under the terms of the grant 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.

42. That if the grant is terminated as described above, the grantee will pay back any NCCDD funds received, less the amount expended or encumbered for services provided up to the time of termination.

43. That it is expressly understood and agreed that the services provided by this project 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 grant application.

44. That payment of NCCDD funds to the grantee 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 grantee. Requests for payment of NCCDD funds to the grantee will be made on the basis of one of the following requests submitted by the project and approved by the Council:

- (A) Requests for reimbursement to the project of actual expenditures incurred by the project during the reporting period, or
- (B) Requests for advancement of funds to the project based on estimated costs if the grantee is not a North Carolina State governmental agency, institution, or department.

45. 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) using the following percentages:

| 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 |

46. That any project which may acquire program income as a result of the grant must be accountable for this income. Program 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 grant funds, and royalties on patents and copyrights.

(1) Program income may be deducted from total project 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 project.

(2) Program 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 matching before grant funds are used.

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

47. That the NCCDD will not be responsible for reimbursement of pre-award expenses.

48. That the NCCDD may, from time to time, require changes in the scope of the services of the project to be performed under this grant application. Such changes, including any increase or decrease in the amount of the grantee's compensation, which are mutually agreed upon by and between the grantee and the NCCDD, shall be incorporated in written amendments to the grant application and Performance Agreement after being approved by the NCCDD.

49. That the grantee shall not change the scope of the services specified in the approved grant application without the prior written approval from the NCCDD.

50. That it is further understood and agreed that the provision of services pursuant to this grant shall be subject to the limitations, guidelines, and plans cited in the grant application.

51. To abide by the conditions of the Certification Regarding Lobbying as follows:

(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 an agency, a Member 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 the federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification for Assurances #1 through #50 is a material representation of fact upon which reliance was placed when this agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this agreement.

This certification for Assurance #51 (Lobbying), is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certifying Organization (Please Print)

Certifying Signature

Title

Date

CONFLICT OF INTEREST POLICY

In accordance with G.S. 143C-6-23 and related legislation, I, the undersigned entity, have adopted the following policy regarding conflicts of interest.

The undersigned entity is aware that in the process of fund allocation by its management, employees, members of the board of directors or other governing body, instances may arise which have the appearance of a conflict of interest or appearance of impropriety.

In order to avoid conflicts of interest or the appearance of impropriety, should instances arise where a conflict may be perceived, any individual who may benefit, directly or indirectly, from the entity's disbursement of funds shall abstain from participating in any decisions or deliberation by the entity regarding the disbursement of funds.

The undersigned entity recognizes the possibility that it may be the recipient of funds which are allocated consistent with the purpose and goals of its programs. If such allocations are made, the undersigned entity will strive to ensure that funds are expended in such a manner that no individual will benefit, directly or indirectly from the expenditure of such funds in a manner inconsistent with its programs.

Name of Entity

Chairman, Executive Director, or
Other Authorized Official

Sworn to and subscribed before me,

This the _____ day of _____, _____

Notary Public

My Commission expires:_____

NON PROFIT STATUS DOCUMENTATION

Organizations applying for NCCDD funds that are designated as non-profit, or not-for-profit organizations must provide documentation of their non-profit status with the grant application. Please include a copy of the applicant organization's current 501(c)3 status.

11/09 Revision

Attachment F Notice of Certain Reporting and Audit Requirements

Grantee shall comply with all rules and reporting requirements established by statute or administrative rules. All reports must be submitted to the addresses below.

The applicable prescribed requirements are found in North Carolina General Statute 143C-6-22 & 23 entitled "Use of State Funds by Non-State Entities" and Implementation of Required Rules, 09 NCAC 03M .0102 -0802, North Carolina Administrative Code, issued September 2005.

The Contractor's fiscal year runs from _____ to _____.

G.S. 143C-6-23 requires every nongovernmental entity that receives State or Federal pass-through grant funds directly from a State agency to file annual reports on how those grant funds were used. There are 3 reporting levels which are determined by the total direct grant receipts from all State agencies in your fiscal year:

- Level 1: Less than \$25,000
- Level 2: At least \$25,000 but less than \$500,000
- Level 3: \$500,000 or more

A grantee's reporting date is determined by its fiscal year end and the total funding received directly from all State agencies. For those grantees receiving less than \$500,000, the due date is 6 months from its fiscal year end. For those receiving \$500,000 or more, the due date is 9 months from its fiscal year end. In addition to the reports, grantees receiving \$500,000 or more must submit a yellow book audit in electronic or hard copy to the Office of the State Auditor and to all funding State agencies at the addresses below.

All annual grantee reports required by GS 143C-6-23 must be completed online at www.NCGrants.gov. The online reporting system will automatically place your organization on the Noncompliance list if your reports have not been completed in www.NCGrants.gov by your required due date.

To access the online grants reporting system go to www.NCGrants.gov and click on the LOGIN tab at the top of the page. You must have a NCID to access the online reporting system. To obtain a user manual or request assistance with the system please go to <https://www.ncgrants.gov/NCGrants/Help.jsp>. You can also email requests for assistance directly to NCGrants@osbm.nc.gov.

Once you have logged in you will see your "Grantee Summary / Data Entry Screen".

- Your summary screen will identify your correct level of reporting, i.e., Level 1, 2 or 3, based on the State grant funds paid to your organization during your fiscal year.
- The summary will show all the grants contained in the www.NCGrants.gov system that have been awarded to your organization. The program will automatically provide links to the reports that correspond to your reporting level, and only those reports, for each grant.

Check to make sure that the grant(s) shown in the system correspond with what you show as having received from each agency for your fiscal year.

- If you have questions, need help in resolving any differences between your records and online reporting system or need corrections to be made to the data you enter, send an e-mail to NCGrants@osbm.nc.gov to request help.

All grantees must file their required reports online at www.NCGrants.gov without exception.

IMPORTANT NOTE FOR AUDITS

If you expend more than \$500,000 in Federal grant funds from all sources, then you must have an A-133 single audit performed. If you are at this level for federal reporting and you are required to file a yellow book audit with the State under G.S. 143C-6-23, then you may substitute the A-133 audit for the yellow book audit.

If you are required to have an A-133 audit performed and you receive any Federal grant funds passed through the North Carolina Department of Health and Human Services, you are required to file the A-133 audit with the North Carolina Department of Health and Human Service.

If you expend more than \$500,000 and you are required to file a yellow book audit with the State Auditor under G.S. 143C-6-23, then you are also required to file the yellow book audit with the North Carolina Department of Health and Human Service.

A planned enhancement to the system is the capability for the grantee to directly upload a pdf version of their audit directly into the online system where it will be accessible to both the funding agency/agencies and the Office of the State Auditor.

Please send the required audit to the following address:

Mail to: DHHS Office of the Controller
 Attention: Audit Resolution
 2019 Mail Service Center
 Raleigh, NC 27699-2019

Or direct delivery to: 1050 Umstead Drive
 Raleigh, NC 27606

Equipment Purchased with Contract Funds:

Title to equipment costing in excess of \$500.00 acquired by the Contractor with funds from this contract shall vest in the Contractor, subject to the following conditions.

- A. The Contractor shall use the equipment in the project or program for which it was acquired as long as needed. When equipment is no longer needed for the original project or program or if operations are discontinued, or at the termination of this contract the Contractor shall contact the Division for written instructions regarding disposition of equipment.
- B. With the prior written approval of the Division, the Contractor may use the equipment to be replaced as trade-in against replacement equipment or may sell said equipment and use the proceeds to offset the costs of replacement equipment.

C. For equipment costing in excess of \$500.00, equipment controls and procedures shall include at a minimum the following:

1. Detailed equipment records shall be maintained which accurately include the:

- a. Description and location of the equipment, serial number, acquisition date/cost, useful life and depreciation rate;
- b. Source/percentage of funding for purchase and restrictions as to use or disposition; and
- c. Disposition data, which includes date of disposal and sales price or method used to determine fair market value.

2. Equipment shall be assigned a control number in the accounting records and shall be tagged individually with a permanent identification number.

3. Biennially, a physical inventory of equipment shall be taken and results compared to accounting and fixed asset records. Any discrepancy shall immediately be brought to the attention of management and the governing board.

4. A control system shall be in place to ensure adequate safeguards to prevent loss, damage, or theft of equipment and shall provide for full documentation and investigation of any loss or theft.

5. Adequate maintenance procedures shall be implemented to ensure that equipment is maintained in good condition.

6. Procedures shall be implemented which ensure that adequate insurance coverage is maintained on all equipment. A review of coverage amounts shall be conducted on a periodic basis, preferably at least annually.

D. The Contractor shall ensure all subcontractors are notified of their responsibility to comply with the equipment conditions specified in this section.

Use these charts to determine GS 143C-6.23 reporting requirements.

| Total Funds from All State Agencies | Reports Due (Key all reports into online reporting system at www.NCGrants.gov , including online submission of the audit when the system has the capability). Until that point, audits should be mailed to both the Office of the State Auditor and the NC Department of Health and Human Services (DHHS).) | Reports Due Date |
|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| Level 1 \$1 - \$24,999 | <ul style="list-style-type: none"> • Certification • State Grants Compliance Reporting Receipt of < \$25,000.* | Within 6 months of entity's fiscal year end |
| Level 2 \$25,000 - \$499,999 | <ul style="list-style-type: none"> • Certification • State Grants Compliance Reporting Receipt of >= \$25,000 • Schedule of Receipts and Expenditures* • Program Activities and Accomplishments | Within 6 months of entity's fiscal year end |
| Level 3 \$500,000 or more | <ul style="list-style-type: none"> • Certification • State Grants Compliance Reporting Receipt of >= \$25,000 • Audit [A-133 Single Audit if >= \$500,000 in federal funds or Yellow Book Audit] • Schedule of Federal and State Awards (May be included in the audit) • Program Activities and Accomplishments | Within 9 months of entity's fiscal year end |

