

Ohio Developmental Disabilities Council
Assurances - 2021

As the duly authorized representative of the applicant, I certify that the applicant:

(A) Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

(B) Will give the U.S. Department of Health and Human Services, the Comptroller General of the United States, the state of Ohio, and the Ohio Developmental Disabilities Council (ODDC), through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(C) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Further, applicant will notify ODDC, in writing, of any potential conflict of interest that may affect the award.

(D) Will initiate and complete the work within the applicable time frame, or an adjusted time frame approved by ODDC, after receipt of approval by ODDC.

(E) Will comply with all applicable federal and state laws, regulations, guidelines and requirements including, but not limited to the following:

(1) The Developmental Disabilities Assistance and Bill of Rights Act of 2000 (P.L. 106-402), as amended,

(2) All federal statutes relating to nondiscrimination. These include but are not limited to:

(a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;

(b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

(c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

(d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;

(e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

(f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(g) Sections 523 and 527 of the Public Health Service Act of 1912 {42 U.S.C. §§290 (dd)-(3) and 290 (ee)(3)}, as amended, relating to confidentiality of alcohol and drug abuse patient records;

(h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;

(i) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,

(j) The requirements of any other nondiscrimination statute(s) which may apply to the application,

(3) 31 U.S.C. 1352 (P.L. 101-121) prohibiting the use of federal funds to influence federal funding matters, each instance will be reported via completion and submittal of Standard

Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions,

(4) Minimum wage, maximum hours and other provisions of the Federal Fair Labor Standards Act as applicable,

(5) Section 507 of the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995, Purchase of American-Made Equipment and Products (P.L. 103-333), which states, "It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.",

(6) Part C of the Pro-Children Act of 1994 (P.L. 103-227), which provides that smoking may not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs whether directly or through state or local governments. Federal programs include grants, cooperative agreements, loans and 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,

(7) Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104),

(8) Consolidated and Further Continuing Appropriations Act, 2015 (Public Law 113-235), Salary Limitation (Section 203), Gun Control (Section 217), Restriction on Distribution of Sterile Needles (Section 522), Anti-Lobbying (Section 503),

(9) Ohio Ethics law as provided in Chapter 102 of the Ohio Revised Code and Executive Order 2011-03K,

(10) Ohio Elections law, Divisions (I) and (J) of Section 3517.13 of the Ohio Revised Code.

(F) Will comply with all applicable requirements of all other federal laws, regulations, and policies, governing this program.

(G) Will disclose in writing to ODDC, within a timely manner, all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award.

(H) Will cause to be performed the required financial and compliance audits in accordance with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," if applicable, and to submit one (1) copy for each funding period to ODDC; if necessary, a complete description of corrective actions undertaken in response to the audit report must be submitted no later than thirty (30) days following the completion of the report by the auditor to ODDC.

(I) Will provide a full accounting for all services performed and for all funds received and expended in connection with the grant project; a separate account shall be maintained solely for this grant; all disbursements made from this account shall be only for obligations incurred in the performance of this grant and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, to support such disbursements; all supporting documentation shall be maintained in sufficient detail to show the exact nature of all activities/expenditures; records associated with the project will be made accessible for audits, reviews, and/or site visits as required for project administration. Records shall be maintained for a period of NOT LESS THAN six (6) years, or until any pending issues related to the records of an audit or review has been resolved, whichever is later; the aforementioned records requirements, if applicable, shall be included in all approved subcontracts.

(J) Upon termination or completion of the project, will return any unexpended funds attributable to the grant to the Ohio Department of Developmental Disabilities (DODD), designated fiscal agency for ODDC;

in the event applicant discovers overpayment has been made, repayment shall be made within forty (40) days from the date of discovery, without prior notification from ODDC.

(K) Will utilize federal funds awarded to supplement and will in no case, supplant funds from non-federal sources that, in the absence of such federal funds, would be made available for the purposes of the program(s).

(L) Or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal department or agency; applicants may not have any "unresolved" findings for recovery under Section 9.24 of the Ohio Revised Code.

(M) If applicable, will ensure services provided under this project are administered and/or supervised by qualified personnel; such qualifications are determined by reference to current certification and occupational standards, state and local licensing laws. Any direct services provided will be provided in an individualized manner; the human rights of all individuals with developmental disabilities will be protected. Applicant will 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).

(N) Understands the conduct of the project will be aimed toward making a contribution to the statewide quality and extent of community life for persons with developmental disabilities; consideration will be given to the involvement of consumers and residents of service areas in the planning, management, and operation of such services; special consideration will be given to the needs of those residing in urban and rural poverty areas; applicant shall maximize the use of community resources, including volunteers whenever appropriate; participation in the project will be generally representative of the population of the state, with particular attention to the participation of minority groups.

(O) Will use appropriate administrative, technical and physical safeguards to prevent the unauthorized use or disclosure of client information and to maintain the confidentiality, privacy and security of any such information; use of such information and records shall be limited to purposes directly connected with the administration of the project, and may not be disclosed directly or indirectly, other than in the administration thereof, or for the purposes of audit and/or review by authorized entities, unless the consent of the individual to whom the information applies, or his representative, has been obtained. ODDC 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; ODDC 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 applicant has the right to grant such license without becoming liable to pay compensation to others because of such grant.

(P) Will at all times during the term of the grant, indemnify and hold harmless, to the extent allowable by law, ODDC and the state of Ohio 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 applicant services to be furnished by the applicant under the terms of the award agreement or while on premises owned, leased or operated by the applicant, or while being transported to or from the premises in any vehicle owned, operated, leased, chartered or otherwise contracted for by the applicant; 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 ODDC or any of its officers, members, employees, agents or representatives.

(Q) Will provide such bonding and liability insurance as would provide adequate coverage for projects under this grant.

(R) Agrees to be evaluated at least twice a year by ODDC relative to how the project is meeting the objectives and making progress toward achieving expected outcomes.

(S) Will submit periodic program and financial reports in the manner described by ODDC, a final program report, if applicable, and such other reports as may be required by ODDC in order to administer the program.

(T) Will comply with applicable administrative requirements and cost principles in accordance with 2 CFR Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards." All costs shall be reasonable, allowable, and allocable; applicant shall assume sole and entire responsibility for the payment of its taxes.

(U) Will support claims for the reimbursement of indirect costs by providing an approved negotiated indirect cost rate by the director, Division of Cost Allocation at the applicable Regional Office or, for an entity that has never received a negotiated rate, a de minimis rate of 10% of modified total direct costs may be used indefinitely.

(V) Will be accountable for program income that may be generated as a result of the grant; program income may be added to awarded funds, deducted from total project costs or used for costs that count toward satisfying a cost-sharing or matching requirement.

(W) Will generate and document matching expenditures as required by federal regulations and ODDC; that such matching expenditures are not included as contributions for any other federally assisted project/program and are not paid by the federal government under another award.

(X) Will not contract or transfer any of the principal activities of the proposal to another organization without specific prior approval by ODDC; any approved subcontracts shall be subject to all conditions of these assurances.

(Y) Will not change the scope of the services specified in the approved grant application without the prior written approval from ODDC.

(Z) Understands the United States Department of Health and Human Services, ODDC, and DODD retain a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, use, or authorize others to use copy-written materials developed with grant funds for federal and state Government purposes; the publication of manuals and/or brochures will be reviewed by and receive prior approval from ODDC before the printing and distribution of such material; two copies of all project products will be forwarded to ODDC. Publications, printed materials, or electronic media developed under the grant will give credit to ODDC, and any materials and media developed and/or purchased with grant funds are the property of ODDC. All publications and media materials prepared under this project must state the following:

This project was supported, in part by the Ohio Developmental Disabilities Council, under grant number [*specific FAIN (federal award number on award letter) in this format: XX01OHSCDD*] from the U.S. Administration for Community Living, Department of Health and Human Services, Washington, D.C. 20201. Grantees undertaking projects with government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore, necessarily represent official ACL policy.

(AA) Understands projects may be temporarily suspended or permanently terminated for any of the following:

- (1) Wrongful expenditure of funds;
- (2) Failure to meet performance targets;
- (3) Failure to comply with program and financial reporting requirements;
- (4) Failure of submitted products and reports to satisfy professional standards of accuracy and composition;
- (5) The submission of false and/or fraudulent information in required reports.

(BB) Understands this project, in whole or in part, may be canceled at any time by ODDC in the event funding to ODDC 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); termination may also be caused by mutual consent of both parties, or by either party with or without cause, upon thirty (30) days notice, in writing. In the event of termination in-part, both parties shall continue the performance of this agreement to the extent not terminated. If this project is terminated, ODDC may require the applicant to deliver and transfer title or assignment of interest in any property secured through use of grant funds to ODDC; dispose of any property specifically produced or acquired through use of grant funds for the performance of such part of this agreement as has been terminated in accordance with instructions from ODDC; and protect and preserve property in the possession of the applicant in which ODDC has an interest. After receipt of a notice of termination and except as otherwise directed by ODDC, the applicant shall cease work under the agreement on the date, and to the extent specified, in the notice of termination. ODDC shall pay the applicant 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 ODDC. If the grant is terminated as described above, the applicant will pay back any grant funds received, less the amount expended or encumbered for services provided up to the time of termination.

(CC) Will or will continue to comply with all applicable state and federal laws regarding a drug-free workplace. Applicant shall make a good faith effort to ensure that all of their employees not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

(DD) Acknowledges that to the best of my 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 an 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 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 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 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.

Signature-Title

Date