



GRANT APPLICATION PACKET – FFY2020

Applicants are encouraged to collaborate with people with intellectual and developmental disabilities and parents and/or guardians of people with intellectual and developmental disabilities during the development of the proposal.

In addition to the one signed copy of the grant application also send an electronic copy to Arlene.poncelet@state.sd.us.

ALL PROJECTS MUST BENEFIT PEOPLE WITH INTELLECTUAL AND DEVELOPMENTAL DISABILITIES. The definition of developmental disabilities is as follows:

Developmental Disability as defined in P.L. 106-402, the Developmental Disabilities Assistance and Bill of Rights Act of 2000, means a severe, chronic disability of an individual that--

- (A) is attributable to a mental or physical impairment or combination of mental and physical impairment;
- (B) is manifested before the individual attains age 22;
- (C) is likely to continue indefinitely;
- (D) results in substantial functional limitations in 3 or more of the following areas of major life activity:
 - (i) self-care;
 - (ii) receptive and expressive language;
 - (iii) learning;
 - (iv) mobility;
 - (v) self-direction;
 - (vi) capacity for independent living; and
 - (vii) economic self-sufficiency; and
- (E) reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

An individual from birth to age 9, inclusive, who has substantial developmental delay or specific congenital or acquired conditions may be considered to have a developmental disability without meeting 3 or more of the criteria described above

in (A) through (E) if the individual, without services and supports, has a high probability of meeting those criteria later in life.

TITLE PAGE - Form provided. Self-explanatory. See page 10.

ABSTRACT - The Abstract should be no more than one page in length. It must clearly and concisely summarize the proposal including the following components: 1) identify the applicant; 2) state the need for the project; 3) a brief description of the proposed project; 4) the goals and objectives to be met and methods to be used; 5) a brief description of the evaluation process; and 5) the total Council funds requested.

PROJECT NARRATIVE – The Project Narrative must be no longer than 10 pages using only one side of the page and include the following areas: Statement of Need, Goals, Objectives and Action Plan, Organization and Staff Qualifications, and Evaluation.

Statement of Need:

- ◇ Provide a well-documented description of the needs(s) to be addressed and why it is/they are important. The need(s) should relate directly to improved services to people with developmental disabilities. Cite any publication or research used to identify these needs.
- ◇ Explain the purpose of the project and how it will meet the current unmet needs of people with developmental disabilities.
- ◇ Include evidence of need for Council assistance.
- ◇ Clearly identify the target population and include the number of people with developmental disabilities that will be affected by this project.
- ◇ Document how this project collaborates with other entities. Include a description of other existing agencies' programs which might provide similar services and the basis for your conclusion that there would not be a duplication of effort if the proposal is funded.
- ◇ Document the collaboration with individuals with developmental disabilities and other agencies during the development of this proposal.

Goals, Objectives and Action Plan:

- ◇ Indicate the expected outcomes of the project stated as goals, measurable objectives, and actions with specified time frames. The goals and objectives of the proposed program must be outcome related. Be specific when stating your objectives and the expected outcomes.
- ◇ Indicate how the applicant plans to reach currently unserved or underserved populations through this project (i.e. Native Americans, Hispanics, rural, etc.).

Organization & Staff Qualifications:

- ◇ Identify the organizational structure of the agency or organization. Include physical facilities and equipment to be utilized; and administrative and fiscal capabilities.
- ◇ Identify staff that will be responsible for administration of the project and provision of proposed service. Attach resumes and/or documentation of qualifications.
- ◇ Speakers and trainers must be identified and resumes attached (or documentation of qualifications).

Evaluation & Consumer Satisfaction Information

- ◇ The application must include a plan for evaluation of the project.
- ◇ This evaluation plan must identify the purpose of the evaluation in measurable outcomes; the type of information to be collected; the methods for measurement of the project outcomes; and a mechanism for analysis of this data.
- ◇ Indicate who is responsible for the program monitoring and evaluation and implementing corrective action steps.
- ◇ The evaluation process should determine whether the grant actually addressed the Statement of Need. The evaluation should describe more than whether or not the promised service was provided or how much it cost, but should also indicate as precisely as possible how people were affected.
- ◇ Consumer Satisfaction with funded activities must be measured.

Performance Measures (found on pages 32-35)

- ◇ Grantees MUST review the performance measures and include those that they feel will be achieved through their project and include estimated numbers to be achieved.
- ◇ Council staff are available to assist grantees in selecting the performance measures, etc.

Participant Information Required (found on page 37)

- ◇ Grantees MUST explain how they will gather and report Participant Information or why they will not be gathering this information.

BUDGET SHEET & NARRATIVE

These guidelines are to be followed when preparing the budget sheet (using the form provided on page 11) and for preparing the budget narrative. Limit Budget Sheet and Narrative to 5 pages. If the Budget Sheet provided does not provide enough room, please use a similar format to provide the information.

- ◇ Budget items must be realistic in cost, needed to implement the proposal, and not for maintenance of existing programs. Personnel costs must be

budgeted on the basis of realistic plans for recruiting and hiring program personnel.

- ◇ The Budget Narrative must:
 - Include justification and details on each budget category: Personnel, Contractual Services, Travel, Operating Expenses, Equipment and Other.
 - Identify the expenditures for which Council funds are requested.
 - Describe local match and program income.
 - Include a plan for future funding for the project.

Allowable Costs:

advertising & public relations	maintenance & repairs
Bonding	materials & supplies
compensation for personal services	participant costs
fringe benefits	professional services
health & welfare	termination costs
communication costs	Transportation
insurance & indemnification	travel

Non-Allowable Costs:

alcoholic beverages	excessive compensation
bad debts	finances & penalties
contributions	goods/services for personal use
entertainment costs	

Personnel:

- ◇ The Council will accept as match, the costs of utilizing existing staff to provide or supervise grant activities only if current job duties are shifted to other staff so that the proposed grant staff can work on grant activities. Provide a copy of the current job description and describe how job duties are being shifted and to whom. Be specific.
- ◇ Council funds may be used for salaries and benefits for new staff hired solely for the purpose of completing grant activities.
- ◇ For all personnel costs, include the total cost of salaries and benefits. Provide a breakdown of amounts and percentages that comprise fringe benefit costs, such as FICA, health insurance, etc.
- ◇ Narrative justification must include a breakdown of full-time and part-time staff, and boards or committees and specific benefits for each.
- ◇ Do not include the costs of consultants. Consultants should be included under contractual services.

Travel:

- ◇ Travel breakdown should include staff and others.
- ◇ The justification should include the name(s) of traveler(s), total number of trips, destinations, length of stay, transportation costs and subsistence allowances.
- ◇ Do not enter costs for consultant's travel.
- ◇ If not following the state reimbursement rates for travel, please provide the method used to determine travel expenses.

Contractual Services:

- ◇ Contractual services include: 1) procurement contracts (except those that belong in other categories such as equipment, supplies, etc.) and 2) contracts with consultants.
- ◇ Indicate the names of the organizations/individuals, the purpose of the contract, and the estimated dollar amounts of the awards.
- ◇ Be specific in terms of what services you are contracting.
- ◇ Food and Beverages are generally unallowable except for the following:
 - Where specifically approved as part of the project or program activity;
 - As part of a per diem or subsistence allowance provided in conjunction with allowable travel;
 - Under a conference grant, when meals are a necessary and integral part of a conference
 - For additional guidance review 45 CFR 75.432

Operating Expenses:

- ◇ Operating expenses include office supplies, printing, utilities, postage, telephone, space and equipment rentals, etc.

Equipment:

- ◇ All equipment must be listed separately and approved by the Council
- ◇ Clearly describe how the equipment will be used in the project and how it will benefit individuals with disabilities.
- ◇ The equipment must be required to conduct the project, and the grantee must not have the equipment or a reasonable facsimile available to the project.
- ◇ Include a disposition statement such as: "In the event the equipment acquired under this proposal ceases to be used for the purpose approved in this award, it will be disposed of in accordance with state and federal regulations."

Other:

- ◇ Any expenses not included in other budget categories should be included here.
- ◇ Every expense should be explained in the narrative.

Indirect Costs

- ◇ Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. The maximum indirect rate allowable for Council projects is 5%. Justification must be provided in the Budget Narrative.
- ◇ A cost may not be allocated to an award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to an award as a direct cost.

Local Match:

- ◇ The project's matching percentage may be cash or in-kind contributions.
- ◇ In-Kind Contributions include property or services which benefit the project and which are contributed by non-federal third parties without charge to the Council. These contributions may be in the form of real property, equipment, supplies and other expendable property and the value of goods and services directly benefiting and specifically identifiable to the project.
- ◇ In-Kind Contributions cannot be used as match for another Federal program, procurement contract or other award of Federal funds
- ◇ Match must be verifiable from the grantee's records. The records must show how the value placed on third-party in-kind contributions was derived.
- ◇ Unpaid services should be valued at rates consistent with those ordinarily paid for similar work in the grantee's organization or the labor market. A reasonable amount for fringe may be included in the valuation. Helpful website: <https://www.independentsector.org/resource/the-value-of-volunteer-time/>

Common examples of match:

Volunteer hours
 Donated space

Donated materials, supplies & equipment
 Donated professional services

Common Sources of Non-Cash Match

Type of Non-Cash Match	Value
Donated time for bookkeeping, accounting, audit	Standard rate
Donated time for Project Advisory Committee members	Various
Conference/training registration fees (Program Income)	Varies

Type of Non-Cash Match	Value
Discounted fees from presenters, consultants, volunteers	Rate schedule
Donated time from local coordinators	Current salary and benefit rates
Donated local mileage	IRS rate or local organization policy
Donated supplies, materials	Market value
Office space	Rent vs Lease
Occupancy costs	Actual pro-rated
Previously purchased equipment	Market value depreciated
Indirect Cost Rate	Per approved rate

Unallowable Match:

1. Federal funds (unless specifically allowable by Federal statute);
 2. Funds claimed as match for another Federal matching program.
 3. Funds that represent expenses not allowed.
 4. Funds not representing expenses associated with the Council funded project.
 5. Funds that reflect a capital real estate acquisition.
- ◇ A match amount is not required for each budget category for which Council funds are being requested.
 - ◇ **Total match must be at least 25% of total project budget.**
 Max. Council Funds Allowed: Total Project Budget \$_ x 75% = \$_____
 Min. Agency Match Required: Total Project Budget \$_ x 25% = \$_____
 NOTE: If the amount of Council funds has been preset and you need to determine the amount of agency match, please use the following method:
 Amount of Match Required: Amount of Council Funds \$_____ divided by "3" = \$_____
 - ◇ **Activities in Rural or Urban Poverty Areas are eligible for 10% match.**
 South Dakota Counties with a population living in poverty that is 20% or above include: Bennett, Buffalo, Charles Mix, Clay, Corson, Dewey, Jackson, Lyman, Mellette, Oglala Lakota, Todd and Ziebach.
 - ◇ In the Budget Narrative, describe the source of match such as, in-kind, cash, etc.
 - ◇ Local cash match funding sources need to be individually identified in the Budget Narrative.
 - ◇ "Letters of Commitment" from your cash match sources (other than the applicant itself) must be attached to the application.
 - ◇ Program Income, if applicable, cannot be utilized as match.

Program Income:

- ◇ In the Budget Narrative include a description of income sources and dollar estimates, and provide a timeline for expenditure of the income.
- ◇ Program income must be reported on the progress reports when it is generated and expended.
- ◇ Program income shall be used for the purposes and under the same conditions of the grant agreement.
- ◇ Program income is gross income received by the grantee directly generated by a grant-supported activity, or earned only as a result of the grant agreement during the grant period. "During the grant period" is the time between the effective date of the award and the ending date of the award. Program Income, if applicable, cannot be utilized as match.

Future Funding:

- ◇ In the Budget Narrative address the project's future funding plan, and commitments.
- ◇ The plan for sustained operation should include: details of how the project will continue after funding has ended and goals and projections of annual resources that will be generated/accessed for continued funding of the project.

ATTACHMENTS

- ◇ Limit attachments to 10 pages.
- ◇ Include a letter of support from a person with a disability or a family member.
- ◇ Include letters of commitment from sources of match other than the applicant organization.
- ◇ Include job descriptions and/or qualifications.

ASSURANCES

- ◇ Form provided with this packet. These assurances are in addition to the assurances found in the grant agreement.
- ◇ A blank grant agreement is provided on pages 15-22. This form is completed using information requested from approved grantees and then sent for signatures.

ADDITIONAL INFORMATION

Review Process and Criteria

- ◇ Proposals received by the required deadline will be evaluated based on the following Review Criteria: Statement of Need, Goals/Objectives/Action Plan, Evaluation, Qualifications, Budget, and Preference Areas.

- ◇ Preference Areas include: 1) Demonstration of collaboration with individuals with developmental disabilities and/or parents/guardians of individuals with developmental disabilities during the development of the proposal. 2) A plan for reaching currently under-served or unserved populations. 3) An operational plan that creatively utilizes other community resources. 4) The program/plan is replicable in other areas of South Dakota (if applicable). 5) The proposal represents an innovative, yet practical solution to the problem identified.
- ◇ Applicants submitting proposals will be asked to present their proposal to the Council in person, by teleconference or video-conference, if available.
 - Presentations will be fifteen (15) minutes.
 - Method and content of the presentation will be the choice of the applicant.
 - Presenters in a priority area will not attend competitors' presentations.
 - Following each presentation, 15 minutes will be reserved for questions by Council members.
- ◇ Following all proposal presentations for each priority area, the Council, in closed session, will review each proposal and determine funding levels.
- ◇ Contingency funding: The Council may choose to:
 - fund a proposal as submitted.
 - fund a proposal at a level different than what was requested.
 - fund a proposal with alterations in the proposal's objectives, activities, and evaluation methods.
- ◇ Contingency funding situations will be negotiated with the applicant by the Council's staff and/or executive committee member(s).
- ◇ All applicants will be informed of the Council's decision on funding, in writing.
- ◇ All successful applicants shall sign and return a grant agreement within thirty (30) days from date sent.

Grant Reporting

- ◇ Narrative and budget reports are required using forms and instructions provided by the Council. (pages 23-31)
- ◇ The timing of these reports will be determined during the development of the grant agreement.
- ◇ Grantees are also required to return the "Annual Survey of Council Grantees". Council staff sends the survey to all grantees in October or November to gather information on project outcomes for the past federal fiscal year. (see pages 32-36).
- ◇ Participant Information is required for federal reporting. (page 37)

**SD COUNCIL ON DEVELOPMENTAL DISABILITIES
GRANT APPLICATION - - TITLE PAGE**

Applicant Organization _____

Address _____

Telephone _____ Federal ID Number _____

Project Director _____

Address/Telephone _____

Email Address: _____

Type of Organization _____ Tax Exempt? _____

Under "Type of Organization" indicate all of the following that apply:
State, county, municipality, or other public institution; nonprofit or profit
private institution. If "nonprofit" and/or "tax exempt", proof of status
may be requested.

Title of Project _____

Project Begins _____ Project Ends _____

Total Council Funds Requested _____ Total Project Budget _____

Authorizing Official (please type name)

Signature

Title and address, if different from Project Director listed above.

Description	(A) Requested DD Council Funds	(B) Allowable Match from Applicant **	(C) Allowable Match from Other Agencies **	(D) Total Contract Grant Budget (A + B + C)	(E) Un-allowable Match from Applicant & Other Agencies	(F) Total Project Budget (D + E)
PERSONNEL						
TRAVEL						
CONTRACTUAL						
OPERATING EXPENSES						
EQUIPMENT						
OTHER						
GRAND TOTAL						

** Be sure the Budget Narrative specifies the type of allowable match (in-kind, cash, etc.) and the source of the matching funds. Utilize the formulas found in the instructions to compute the percentages of Council funds and matching funds.

ASSURANCES

1. The applicant assures that grant funds made available under the South Dakota Council on Developmental Disabilities will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would be made available for other similar activities.
2. The applicant assures that grant funds made available under the South Dakota Council on Developmental Disabilities will be used to complement and augment rather than duplicate or replace services for individuals with developmental disabilities and their families who are eligible for Federal assistance under other state programs.
3. The applicant assures that fund accounting, auditing, monitoring and such evaluation procedures as may be necessary to keep such records as the South Dakota Council on Developmental Disabilities shall prescribe will be provided to assure fiscal control, proper management, and efficient disbursement of funds received through the South Dakota Council on Developmental Disabilities.
4. A clear audit trail must be maintained for each source of funding. Receipts, expenditures and disbursements must be individually accounted for from each source of funds.
5. The applicant agrees to submit reports indicating activities undertaken, expenditures, match provided, program income and general progress of the project. Projects are required to submit a final report at the end of the grant funding period.
6. The applicant certifies that the program contained in its application meets all the requirements, that all the information is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with all provisions of the South Dakota Council on Developmental Disabilities and all other applicable laws.
7. The applicant understands that although an effort will be made to continue the funding of projects of proven effectiveness or with a record of proven success, each project must stand on its own merit each year. No project will be guaranteed continued funding. NOTE: Projects/programs must re-apply annually for funding.
8. This agreement depends upon the continued availability of federal funds and expenditure authority from the Legislature for this purpose. This agreement will be terminated by the State if the Legislature fails to appropriate funds or

grant expenditure authority. Termination for this reason is not a default by the State nor does it give rise to a claim against the State.

9. The applicant also understands and agrees: 1) that funds received are to be expended only for the purpose and activities covered by the applicant's approved application and budget, and 2) that the grant may be terminated at any time by the South Dakota Council on Developmental Disabilities if the applicant fails to comply with the provisions of the South Dakota Council on Developmental Disabilities legislation or any of the certified assurances listed above and in the grant agreement.

CERTIFICATION - I certify that I have read and reviewed the above assurances and will comply with all provisions of the South Dakota Council on Developmental Disabilities legislation and all other applicable federal and state laws.

Signature of Authorizing Official Date

Typed Name and Title

Address

Telephone Number

ADDITIONAL INFORMATION

Sample Grant Agreement (pages 15-22)

Project Report – Monthly or Quarterly (pages 23-26)

Sample In-Kind Contribution Form (page 27)

Final Report Instructions and Forms (pages 28-31)

FFY20 Survey of Grantees (pages 32-36)

Participant Information (page 37)

SAMPLE GRANT AGREEMENT

**STATE OF SOUTH DAKOTA
DEPARTMENT OF HUMAN SERVICES
SOUTH DAKOTA COUNCIL ON DEVELOPMENTAL DISABILITIES**

Grant Agreement
Between

State of South Dakota
Department of Human Services
SD Council on Developmental Disabilities
Hillsview Plaza, East Highway 34
c/o 500 East Capitol
Pierre, SD 57501-5007

Referred to as Grantee

Referred to as State

1. This is an agreement for an award of Federal and/or State financial assistance to a subrecipient. See Attachment 1 for additional subrecipient information.

This grant is made for the purpose of DD- - entitled “ ”.

Amount provided by Grantor is	\$0.00.
Amount matched by Grantee	\$0.00.
Other Funds Contributed to Project	\$0.00.
Total Grant Amount	\$0.00.

Dollars provided by Grantor consist of the following:

Non-Federal State dollars	.
Federal ()	.
(CFDA # <u>93.630</u>)	\$0.00.

3. PERIOD OF PERFORMANCE:

This agreement shall be effective as of and shall end on , unless sooner terminated pursuant to the terms hereof.

4. PROVISIONS:

a. The Grantee agrees to:

1. To carry out all the requirements as outlined in the grant application that is on file in the Council office.
2. To complete quarterly narrative reports and budget reports and a final written report on the project utilizing the format provided by the Council; and to complete an oral presentation to the Council, if requested.
3. To collect and provide information related to the annual reporting requirements on project outcomes as requested by the Council.

4. To carry out the grant in accordance with Public Law 106-402, the Developmental Disabilities Assistance and Bill of Rights Act, as amended.
5. That, to the extent practicable, all equipment and products purchased with funds made available through this grant should be American made.
6. That statements, press releases, and other documents describing this project or published as part of this project, and funded in whole or in part with Federal money, shall clearly state the information as shown in the following example. Example: "This (brochure) was developed using federal funds as part of a grant from the SD Council on Developmental Disabilities. Total project cost is \$_____ (\$_____ federal and \$_____ non-federal match)."
7. To comply with Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act 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, day care, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. 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.

b. The State agrees to:

1. Permit the Grantee a line item budget flex of ten percent. The aggregate of any and all budget flexes will not exceed ten percent of the total Grant amount as specified in Section 2 above. This line item flex does not include the category of administrative/overhead.
2. Provide Reporting forms and technical assistance as needed

5. **PROPERTY MANAGEMENT STANDARDS:**

The Grantee agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a federal grant.

6. **TECHNICAL ASSISTANCE:**

The State agrees to provide technical assistance regarding Department of Human Services' rules, regulations and policies to the Grantee and to assist in the correction of problem areas identified by the State's monitoring activities.

7. **LICENSING AND STANDARD COMPLIANCE:**

The Grantee agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Grantee's failure to ensure the safety of all individuals served is assumed entirely by the Grantee.

8. **ASSURANCE REQUIREMENTS:**

The Grantee agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Drug-Free Workplace, Title VI of the Civil Rights Act of 1964, Section 504 and 511 of

the Rehabilitation Act of 1973 as amended, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Charitable Choice Provisions and Regulations, and Deficit Reduction Act of 2005, as applicable.

9. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Grantee certified, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the federal government or any state or local government department or agency. Grantee further agrees that it will immediately notify the State, if during the term of this Agreement, the Grantee or its principals become subject to debarment, suspension, proposed for debarment, or declared ineligible from participating in transactions by the federal government, or by any state or local government department or agency.

10. OFFICE OF INSPECTOR GENERAL EXCLUSIONARY LIST REQUIREMENTS

Providers, who utilize federal Medicaid or Medicare funds, agree to screen all employees and contractors, prior to hiring or contracting and on a regular basis, to determine whether any of them are listed on the Office of Inspector General (OIG) List of Excluded Individuals/Entities. Provider shall maintain documentation to support the screenings were performed and shall immediately report to DHS all cases in which employees are found on the exclusionary list. Provider understands that no payment shall be made for any goods or services furnished, ordered, or prescribed by an excluded individual or entity and any payment made for services provided by excluded parties will be recouped; and recoupment may include penalties.

11. RETENTION AND INSPECTION OF RECORDS:

The Grantee agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other, and other information records necessary for reporting and accountability required by the State. The Grantee shall retain such records for six years following termination of the agreement. If such records are under pending audit, the Grantee agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this agreement.

All payments to the Grantee by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this agreement shall be returned to the State within thirty days after written notification to the Grantee.

12. AUDIT REQUIREMENTS:

If the total of all Department of Human Service funding is greater than \$750,000 during the Grantee's fiscal year, the Grantee agrees to submit to the State a copy of an annual entity-wide, independent financial audit. The audit shall be completed and filed with the Department of Human Services by the end of the fourth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. The audit should be sent to:

Department of Human Services
Provider Reimbursements and Grants
3800 East Highway 34
c/o 500 East Capitol
Pierre, SD 57501

Audits conducted in accordance with this provision shall contain, as part of the supplementary information, a cost report as outlined by the Department of Human Services to include Schedule A, Schedule B, Attachment A, and Attachment B. Attachment 1 shall be submitted annually and directly to the Department of Human Services within the same time frame and is not considered part of the audit.

If federal funds of \$750,000 or more have been received by the Grantee the audit shall be conducted in accordance with OMB Uniform Guidance 2 CFR Chapter I, Chapter II, Part 200, et al Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Audits shall be completed and filed with the Department of Legislative Audit by the end of the fourth month following the end of the fiscal year being audited or 30 days after receipt of the Auditor's report, whichever is earlier. For a Uniform Guidance audit, approval must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

For either an entity-wide, independent financial audit or a Uniform Guidance audit, the Grantee assures resolution of all interim audit findings. The Grantee shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the Department or its' contractor(s)/subrecipient(s) may perform.

Failure to complete audit(s) as required will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely satisfied.

13. COST PRINCIPLES:

Grantee agrees to comply in full with the applicable cost principles as outlined in OMB Uniform Guidance 2 CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

14. TERMINATION:

This agreement may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by the State for cause at any time, with or without notice. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

15. FUNDING:

This agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

16. AMENDMENTS:

This agreement may not be assigned without the express prior written consent of the State. This agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

17. CONTROLLING LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

18. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this agreement are superseded by the terms of this agreement, and except as specifically provided herein, this agreement constitutes the entire agreement with respect to the subject matter hereof.

19. SEVERABILITY:

In the event that any provision of this agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

20. NOTICE:

Any notice or other communication required under this agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Grantee, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

21. SUBCONTRACTORS:

The Grantee will include provisions in its subcontracts requiring its subcontractors/subrecipients to comply with the applicable provisions of this agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this agreement. The Grantee will cause its subcontractors/subrecipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

22. FEDERAL FUNDING ACCOUNTING AND TRANSPARENCY ACT

The Subrecipient agrees to:

- a. Assist and support State in complying with Federal Funding Accounting and Transparency Act (FFATA) requirements by providing any and all information the State must report to the compliant with FFATA. More information about FFATA reporting requirements can be found at www.fsr.gov.
- b. Indemnify and hold harmless State for any amount of costs for non-compliance with FFATA requirements due to Subrecipient (Grantee) non-compliance or failure to comply with Provision 22.(a) above. Subrecipient understands and agrees that it is liable to State for any costs determined to be not allowed by the United States government for non-compliance with FFATA requirements due to Subrecipient's failure to supply State with any requested information necessary to comply with FFATA.

23. CONFLICT OF INTEREST

The Subrecipient attests that:

- a. A conflict of interest policy is enforced within the Subrecipient's organization, and likewise require its subrecipients to create and enforce a similar policy;
- b. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the Subrecipient's website;
- c. The Subrecipient shall employ an effective internal control system within the organization;
and
- d. If applicable, the Subrecipient shall comply with the Federal Single Audit Act, in compliance with SDCL §4-11-2.1, and audits shall be displayed on the Subrecipient's website.

24. HOLD HARMLESS:

The Grantee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Grantee to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

25. INSURANCE:

Before beginning work under this agreement, the Grantee shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the State. The Grantee shall furnish copies of insurance policies if requested by the State.

a. Commercial General Liability Insurance:

The Grantee shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit.

b. Business Automobile Liability Insurance:

The Grantee shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

c. Worker's Compensation Insurance:

The Grantee shall procure and maintain workers' compensation and employer' liability insurance as required by South Dakota law.

d. Professional Liability Insurance:

The Grantee agrees to procure and maintain professional liability insurance with a limit not less than \$1,000,000.

26. REPORTING

Grantee agrees to immediately report to the Department any event or incident encountered in the course of performance of this agreement which results in injury to any person or property, or which may otherwise subject Grantee, or the State of South Dakota or its officers, agents or employees to liability. Grantee shall report any such event to the State Immediately upon discovery.

Grantee's obligation under this section shall only be to report the occurrence of an event to the State and to make any other report provided for by their duties or applicable law. Grantee's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law. Reporting to the State under this section shall not excuse or satisfy any obligation of Grantee to report any event to law enforcement or other entities under the requirements of any applicable law.

27. TERMS:

By accepting this agreement, the Grantee assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be in violation of the terms of this agreement, and the agreement shall be subject to termination.

24. AUTHORIZED SIGNATURES: In witness hereto, the parties signify their agreement by affixing their signatures hereto.

_____	_____
Grantee Signature	Date
_____	_____
State - DHS Division Director	Date
_____	_____
State – DHS Office of Budget & Finance	Date
_____	_____
State – DHS Office of the Secretary	Date

CONTRACT DESCRIPTION CODE: _____

State Agency Coding:

CFDA #: 93.630 _____

Company	_____	_____	_____	_____
Account	_____	_____	_____	_____
Center Req	_____	_____	_____	_____
Center User	_____	_____	_____	_____
Dollar Total	_____	_____	_____	_____
SVC PO Code	_____	_____	_____	_____

DHS Program Contact Person Arlene Poncelet
Phone (605) 773-5990

DHS Fiscal Contact Person Alan Fickbohm
Phone (605) 773-5990

Grantee Program Contact Person _____
Phone _____

Grantee Fiscal Contact Person _____
Phone _____

SOUTH DAKOTA COUNCIL ON DEVELOPMENTAL DISABILITIES

PROJECT REPORT – MONTHLY OR QUARTERLY

Grantee Organization _____

Address _____

Project Title _____

Grant Number DD-_____ Federal Funds Remaining _____

Project Began _____ Project Ends _____

Reporting Period: _____

Reports are due no later than two (2) weeks after the end of the reporting period.

PROJECT SUMMARY: This Cover Page will be provided to Council members so please provide a brief summary of the reporting period activities on this page.

Project Director's Signature _____

Date

REPORT NARRATIVE:

The monthly report narrative should provide information for the REPORTING PERIOD ONLY. At a minimum, the report should provide the following information.

1. Describe activities conducted to meet project goals and objectives. Be specific. All goals and objectives may not have activities to report.
2. Provide the number of people with intellectual and developmental disabilities who were served.
3. Provide the number of contacts with other individuals and agencies (such as: parents, family members, generic service providers, etc.). For each presentation include the title/topic, to whom the presentation was made, and the number of people attending.
4. Describe how the project has coordinated efforts with other agencies and organizations.
5. Explain any major problems that have occurred regarding the project and how you have solved or will solve them.
6. Include information on evaluation activities conducted and the procedure for data collection.
7. Identify products developed during the reporting period. Copies of all products should be provided along with the report.
8. Attach a schedule and/or agenda of upcoming meetings/training sessions (if appropriate).
9. Provide justification for all grant expenditures. This justification should provide an explanation of what expenditures are included for each category on the budget report for the reporting period. Refer to the "Grant Application Instructions and Forms, Budget Sheet & Narrative" for details on budget categories, etc.
10. Include the type of match utilized (cash or in-kind) and the source of the match.
11. Indicate how program income was earned. Expenditures should be itemized as they occur. Expenditures must be in line with approved project goals and objectives. Examples of program income would include, but not be limited to, registration fees and fund-raisers.

Provide a Budget Narrative to explain/justify your **expenditures for this reporting period** including match type and source.

Description	(A) DD Council Funds	(B) Allowable Match from Applicant **	(C) Allowable Match from Other Agencies **	(D) Total Contract Grant Expenses (A + B + C)	(E) Un-allowable Match from Applicant & Other Agencies	(F) Total Reporting Period Expenditures (D + E)
PERSONNEL						
TRAVEL						
CONTRACTUAL						
OPERATING EXPENSES						
EQUIPMENT						
OTHER						
GRAND TOTAL						

PROGRAM INCOME EARNED/EXPENDED (DO NOT INCLUDE GRANT AWARD PAYMENTS.)

Provide monthly reporting dates and the amount of income earned/expended.

	Earned	Expended
Report #1 (to)		
Report #2 (to)		
Report #3 (to)		
Report #4 (to)		
Report #5 (to)		
Report #6 (to)		
Report #7 (to)		
Report #8 (to)		
Report #9 (to)		
Report #10 (to)		
Report #11 (to)		
Report #12 (to)		
TOTAL		

SAMPLE IN-KIND CONTRIBUTION FORM

Report of Services Rendered, Goods Donated, Facilities Provided to

(Name of Organization)

Project: _____

Donor Organization: _____

Donor Address: _____

Donor's Signature: _____

Date(s) services were performed, goods were donated, or facilities provided for the project:

Services Rendered:

		Value
By _____	Hours &/or Rate _____	\$ _____
By _____	Hours &/or Rate _____	\$ _____
By _____	Hours &/or Rate _____	\$ _____
By _____	Hours &/or Rate _____	\$ _____

Total Services: \$ _____

Goods Donated:

Item _____	\$ _____
Item _____	\$ _____
Item _____	\$ _____

Total Goods: \$ _____

Facilities:

Place _____	\$ _____
Place _____	\$ _____
Place _____	\$ _____

Total Facilities: \$ _____

TOTAL VALUE \$ _____

APPROVED BY:

Name: _____ Title: _____ Date: _____

Note: Please attach an explanation of the basis for the valuation of each item and any supporting documentation.

GRANT REPORTING FORMS and INSTRUCTIONS

FINAL REPORT NARRATIVE

The final report is due to the Council office within four (4) weeks after the end of the project or if this is not feasible, arrangements must be made with the Council office to determine a new deadline. The final grant payment will be made upon receipt of a final report that meets all grant requirements. The final report should be in a format that will allow for easy dissemination to a wide variety of agencies and individuals and at a minimum provide the following information:

1. Provide detailed information on how the goals and objectives were met. Be specific in identifying outcomes and describing activities conducted to meet the goals and objectives as outlined in the grant application and any subsequent revisions approved for the project.
2. Describe the facilities, equipment and the staff used by the project.
3. Provide the number of people with intellectual and developmental disabilities who were served. Include the type of disabilities, the services provided and how the project benefited people with intellectual and developmental disabilities.
4. Provide the number of contacts with other individuals and agencies (such as: parents, family members, generic service providers, etc.). For presentations include the title/topic, number of presentation made, and the number of people attending.
5. Describe how the project has coordinated efforts with other services in the area.
6. Explain any major problems that occurred and how you solved them.
7. Provide evaluation data collected, the procedure for data collection, and any data analysis conducted. The evaluation process should determine whether the documented project outcomes met the goals and objectives provided in the grant application. The evaluation should describe more than whether or not the promised service was provided or how much it cost, but should also indicate as precisely as possible how people were affected.
8. Provide a detailed budget summary for the project. This summary should provide an explanation of what expenditures were included for each category on the budget report. Include the type of match utilized (cash or in-kind) and the source of the match. Indicate how program income was earned and itemize its expenditure.
9. Attach copies of products developed during the project that may not have been provided with a monthly report.
10. Provide recommendations for replication of this project.
11. Provide information on how the project will continue without Council funding.

This grant reporting form is available as a Word document by contacting the Council Office at 605-773-6369 or by email at arlene.poncelet@state.sd.us.

**SOUTH DAKOTA COUNCIL
ON DEVELOPMENTAL DISABILITIES**

PROJECT REPORT - FINAL

Grantee Organization _____

Address _____

Project Title _____

Grant Number DD-_____ Total Project Budget _____ Federal Funds Remaining _____

Project Began _____ Project Ends _____

PROJECT SUMMARY: Provide a summary of the entire project. This section must be completed. *Please note that completion of this section is a requirement for receipt of the final grant payment.*

Project Director's Signature _____ Date _____

Provide a Budget Narrative to explain/justify your **expenditures for entire grant period** including match type and source.

Description	(A) DD Council Funds	(B) Allowable Match from Applicant **	(C) Allowable Match from Other Agencies **	(D) Total Contract Grant Expenses (A + B + C)	(E) Un-allowable Match from Applicant & Other Agencies	(F) Total Reporting Period Expenditures (D + E)
PERSONNEL						
TRAVEL						
CONTRACTUAL						
OPERATING EXPENSES						
EQUIPMENT						
OTHER						
GRAND TOTAL						

PROGRAM INCOME EARNED/EXPENDED (DO NOT INCLUDE GRANT AWARD PAYMENTS.)

Provide monthly reporting dates and the amount of income earned/expended.

	Earned	Expended
Report #1 (to)		
Report #2 (to)		
Report #3 (to)		
Report #4 (to)		
Report #5 (to)		
Report #6 (to)		
Report #7 (to)		
Report #8 (to)		
Report #9 (to)		
Report #10 (to)		
Report #11 (to)		
Report #12 (to)		
TOTAL		

**FFY20 Survey of Grantees of the
SD Council on Developmental Disabilities**

Reporting Period: October 1, 2019 to September 30, 2020

RETURN BY Friday, October 30, 2020 by mail or email.

I. IDENTIFICATION DATA

1. Project Name: _____

2. Address: _____

3. Name of person to contact regarding this report: _____

4. Contact Person's Phone Number: _____

5. PRIMARY TYPE OF ACTIVITY:

- _____ Outreach
- _____ Training
- _____ Technical Assistance
- _____ Supporting & Educating Communities
- _____ Interagency Collaboration & Coordination
- _____ Barrier Elimination, Systems Design & Redesign
- _____ Coalition Development & Citizen Participation
- _____ Informing Policymakers
- _____ Demonstration of New Approaches to Services and Supports
- _____ Other(s) _____

II: PERFORMANCE OUTCOMES

Your project will not have numbers for each of these outcomes. Please provide responses to those that apply to your project and provide the best information for Council reporting.

Individual & Family Advocacy (IFA)

IFA Code	Number #
<p>IFA 1.1 The number of people with DD who participated in Council Grant supported activities designed to increase their knowledge of how to take part in decisions that affect their lives, the lives of others and/or systems.</p> <p>Race/Ethnicity <input type="checkbox"/> White, alone <input type="checkbox"/> Black or African American alone <input type="checkbox"/> American Indian and Alaska Native alone <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Asian alone <input type="checkbox"/> Native Hawaiian & Other Pacific Islander alone <input type="checkbox"/> Two or more races <input type="checkbox"/> Race unknown</p> <p>Gender <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other</p> <p>Geographical <input type="checkbox"/> Urban (over 50,000 population) <input type="checkbox"/> Rural</p>	
<p>IFA 1.2 The number of family members who participated in Council Grant supported activities designed to increase their knowledge of how to take part in decisions that affect the family, the lives of others and/or systems.</p> <p>Race/Ethnicity <input type="checkbox"/> White, alone <input type="checkbox"/> Black or African American alone <input type="checkbox"/> American Indian and Alaska Native alone <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Asian alone <input type="checkbox"/> Native Hawaiian & Other Pacific Islander alone <input type="checkbox"/> Two or more races <input type="checkbox"/> Race unknown</p> <p>Gender <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other</p> <p>Geographical <input type="checkbox"/> Urban (over 50,000 population) <input type="checkbox"/> Rural</p>	
<p>IFA 2.1 After participation in Council/Grant supported activities, the percent of people with DD who report increasing their advocacy as a result.</p>	Council completes
<p>IFA 2.2 After participation in Council supported activities, the percent of family members who report increasing their advocacy as a result.</p>	Council completes
<p>IFA 2.3 After participation in Council supported activities, the number of people who are better able to say what they want or say what is important to them.</p>	

Category _____ People with I/DD _____ Family Members	
IFA 2.4 The number of people who are participating now in advocacy activities.	
Category _____ People with I/DD _____ Family Members	
IFA 2.5 The number of people who are on cross disability coalitions, policy boards, advisory boards, governing bodies and/or serving in leadership positions.	
Category _____ People with I/DD _____ Family Members	
IFA 3.1 The percentage of people with DD who are satisfied with a project activity. _____ # participating _____ # satisfied	
IFA 3.2 The percentage of family members satisfied with a project activity. _____ # participating _____ # satisfied	

System Change (SC)

SC Code	Number #
SC 1.1 The number of policy and/or procedures created or changed.	
SC 1.2 The number of statute and/or regulations created or changed	
SC 1.3 The number of promising practices and/or best practices created and/or supported.	
SC 1.4 The number of people trained or educated through Council systemic change initiatives.	
SC 1.5 The number of Council supported systems change activities with organizations actively involved.	
SC 2.1* The number of Council efforts that led to the improvement of best or promising practices, policies, procedures, statute or regulation changes.	Council completes
SC 2.2* The number of Council efforts that were implemented to transform fragmented approaches into a coordinated and effective system that assures individuals with DD and their families participate in the design of and have access to needed community services, individualized supports, and other forms of assistance that promote self-determination, independence, productivity, and integration and inclusion in all facets of community life.	Council completes

<p>SC 2.1.1 The number of policy, procedure, statute, or regulation changes improved as a result of systems change.</p>	
<p>SC 2.1.2 The number of policy, procedure, statute or regulation changes implemented.</p>	
<p>SC 2.1.3 The number of promising and/or best practices improved as a result of systems change activities.</p>	
<p>SC 2.1.4 The number of promising and/or best practices that were implemented.</p>	

*SC 2.1 = 2.1.1 +2.1.3

*SC 2.2 = 2.1.2 +2.1.4

III: NARRATIVE DESCRIPTION OF PROJECT AND OUTCOME RESULTS PROVIDED ABOVE.

Briefly describe the project including strategies and activities used throughout the project.

Also include meaningful examples of:

- How the project enhanced the ability of people with intellectual and developmental disabilities and family members to participate in the design of and have access to services;
- Advocacy, capacity building and systemic change activities on behalf of people with intellectual and developmental disabilities and family members including people who are unserved or underserved, and/or members of ethnic and racial minority groups, or underserved geographic areas;
- Activities that affect people with disabilities other than developmental disabilities.

In the narrative, describe how the outcome was documented.

For example: 2 staff facilitated employment services for 8 people with developmental disabilities. 3 students were assisted in the transition process to independent living and jobs. 7 Partners graduates reported advocacy work with their school districts. Two articles on home ownership were published in the local newspaper (circulation 4,123). 3 adults with DD were assisted to advocate on their own behalf with landlords regarding specific needs related to their housing situations.

SECTION V: SATISFACTION WITH COUNCIL SUPPORTED ACTIVITIES:

If you conducted an evaluation of the project's activities, please provide a summary of the satisfaction data.

Total number of responses _____

I am satisfied with this project activity.

3	Very Satisfied	_____#
2	Satisfied	_____#
1	Not Satisfied	_____#

NARRATIVE – Please provide any additional information to describe the consumer satisfaction results.

PARTICIPANT INFORMATION

The following information is requested from participants in Council funded and supported activities where appropriate. This information is reported to the federal Administration on Intellectual and Developmental Disabilities.

DEMOGRAPHICS

Race/Ethnicity

- White, alone
- Black or African American alone
- American Indian and Alaska Native alone
- Hispanic/Latino
- Asian alone
- Native Hawaiian & Other Pacific Islander alone
- Two or more races
- Race unknown

Gender Male Female Other

Geographical Urban (over 50,000 population)
 Rural

Category Person with an intellectual or developmental disability
 Family member of person with an intellectual or developmental disability
 Disability service provider
 Other service provider
 Public Policymaker (local, state or national level)
 Other (please describe) _____

ADVOCACY

1. I am currently involved in advocacy activities.

YES _____# NO _____#

2. I plan to increase my advocacy activities as a result of participation in this Council/Grant activity.

YES _____# NO _____#

3. I am better able to say what I want or say what services and supports I want or what is important to me as a result of participation in this Council/Grant activity..

YES _____# NO _____#

4. I am a member of a cross disability coalition, policy board, advisory boards governing body and/or serve in a leadership position.

YES _____# NO _____#