



General Statement of Federal Assurances

NAME OF DISTRICT/AGENCY:

FISCAL YEAR:

GRANT/PROGRAM NAME:

I hereby certify that, to the best of my knowledge, the information in this application is correct. The applicant designated hereby applies for a subgrant of federal funds. The local Board of Trustees/Organization has authorized me to file this application and such action is recorded in the minutes of the agency's meeting.

The parties referred to in this document include, but are not limited to, the United States Department of Education (USDOE), the United States Department of Health and Human Services (USDHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), and the United States Department of Labor (USDOL), all herein referred to as the "DEPARTMENT", the Nevada Department of Education, herein referred to as the "NDE", and the local agency, herein referred to as the "SUBRECIPIENT". The Nevada Department of Education may make funds available to the SUBRECIPIENT in accordance with requirements and regulations applicable to such programs.

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SUBRECIPIENT

The SUBRECIPIENT assures, if awarded a grant, subgrant, or contract:

The State Agency shall hold all SUBRECIPIENTS to the provisions within the applicable Code of Federal Regulations (CFR) that govern the funds passed through the STATE Agency from the DEPARTMENTS to the SUBRECIPIENT. The CFRs include, but are not limited to: Title 34 Education (34CFR), Title 45 Public Welfare (45CFR), Title 42 Public Health (42 CFR):

1. That the SUBRECIPIENT has the necessary legal authority to apply for and receive the proposed grantor subgrant and enter into the contract.
2. That the SUBRECIPIENT will accept funds in accordance with applicable federal and state statutes, regulations, program plans, and applications, and administer the programs in compliance with all provisions of such statutes, regulations, applications, policies and amendments thereto. The SUBRECIPIENT will furthermore utilize competitive bidding practices in compliance with applicable procurement regulations.
3. That the control of funds provided to the SUBRECIPIENT under each program and title to property acquired with those funds will be in a designated eligible recipient and that a designated eligible recipient will administer those funds and property.
4. That the SUBRECIPIENT assures that it will comply with all requirements and regulations of the ESSA-Every Student Succeeds Act programs for which it is applying, whether or not the program statute identifies these requirements as a description or assurance that NDE would address in program-specific plan or application.
5. That the SUBRECIPIENT will maintain records and provide access to those records to NDE, the DEPARTMENT, or the State Department of Administration, the State Audit Division of the Legislative Counsel Bureau, the Comptroller General, or any of their authorized representatives in the conduct of audits authorized by federal law or state statute. This cooperation includes access without unreasonable restrictions to its records and personnel for the purpose of obtaining relevant information. The SUBRECIPIENT shall maintain records for 3 years following completion of the activities for which the SUBRECIPIENT uses the federal or state funding and which show:
 - a.) The amount of funds under the subgrant or grant;
 - b.) How the SUBRECIPIENT uses the funds;
 - c.) The total cost of the project; and
 - d.) The share of that total cost provided from other sources.
6. That no person shall, on the grounds of race, color, national origin, handicap, or sex be excluded from participation, be denied the benefits, or be otherwise subjected to discrimination under any program or activity for which the SUBRECIPIENT receives federal financial assistance.

GENERAL STATEMENT OF FEDERAL ASSURANCES (continued)

7. That the SUBRECIPIENT will comply with all relevant laws relating to privacy and protection of individual rights including 34 CFR Part 99 (Family Educational Rights and Privacy Act of 1974).
8. That in the case of any project involving construction, the project is not inconsistent with overall state plans for the construction of school facilities, if applicable; and in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed under Section 504 of the Rehabilitation Act of 1973, in order to ensure that facilities constructed with federal (which become subsequently state) funds are accessible to and usable by handicapped individuals. For the construction of facilities with federal funds, the SUBRECIPIENT will comply with the provisions of the Davis-Bacon Act.
9. That the SUBRECIPIENT will comply with any applicable federal, state and local health or safety requirements that apply to the facilities used for a project.
10. That the SUBRECIPIENT is aware all federal and state funds granted to it are conditioned upon the availability and appropriation of such funds by the United States Congress and the Nevada Legislature. These funds are subject to reduction or elimination by the United States Congress or Nevada Legislature at any time, even following award and disbursement of funds. Except as otherwise provided by law, the SUBRECIPIENT shall hold NDE harmless for any reduction or elimination of federal or state funds granted to it. In the event of non-appropriation or reduction of appropriation and notice, the SUBRECIPIENT shall immediately cease further expenditures under any federal or state project.
11. The SUBRECIPIENT will adopt and use the proper methods of administering the subgrants, including, but not limited to:
 - a.) The enforcement of any obligations imposed by law;
 - b.) The correction of deficiencies in program operations that are identified through program audits, monitoring or evaluation;
 - c.) The adoption of written procedures for the receipt and resolution of complaints alleging violations of law in the administration of such programs.
12. The SUBRECIPIENT will comply with the Safe and Drug Free Schools Act (as amended) and the Pro-Children Act of 1994 (as amended).
13. That the SUBRECIPIENT may be subject to recapture and reallocation of grant funds for failure to meet any of the following:
 - a.) Expenditure timelines;
 - b.) Failure to provide monthly, quarterly, and/or annual reports by due date(s), as applicable; and
 - c.) Failure to meet grant performance outcomes, if applicable.
14. All requests for budget amendments must be made in writing and approved prior to expenditure of funds.

GENERAL STATEMENT OF FEDERAL ASSURANCES (continued)

15. That the SUBRECIPIENT shall, to the extent possible, coordinate each of its projects with other activities or agencies that are in the same geographic area served by the project and that serves similar purposes and target groups, and in particular to address factors that have significantly affected the achievement of students.
16. That the SUBRECIPIENT has no policy that prevents, or otherwise denies participation in constitutionally protected prayer in elementary and secondary public schools as set forth in the Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools Dated February 7, 2003.
17. That personnel funded from federal grants and their subcontractors and SUBRECIPIENTS are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the US Department of Education)
18. In accordance with 2 CFR 175, this award may unilaterally be terminated, without penalty, if a SUBRECIPIENT or an employee of a SUBRECIPIENT violates any of the applicable prohibitions of the award term through conduct that is either associated with performance under this award or imputed to SUBRECIPIENT using the standard and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR 85.630. SUBRECIPIENT and SUBRECIPIENT's employees may not:
 - a.) engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b.) procure a commercial sex act during the period of the award is in effect, or
 - c.) Use forced labor in the performance of the award or subaward under the award. The SUBRECIPIENT must inform the proper authorities and NDE immediately of any information it received from any source alleging a violation of the applicable prohibitions of this award term. In addition to all other remedies for noncompliance that are available to NDE under this award, SUBRECIPIENT must include the requirements of this provision in any subaward made to a private entity.
19. That the SUBRECIPIENT will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal funds paid to that agency under each program.

GENERAL STATEMENT OF FEDERAL ASSURANCES (continued)

STATE REGULATIONS

Shall hold the SUBRECIPIENT to the provisions established by the STATE AGENCY which govern the funds and program:

20. The SUBRECIPIENT assumes full responsibility for the overall program which includes: fiscal administration, timely submission of required reports, program management including personnel, and meeting the goals and objectives in the approved grant application.
21. The SUBRECIPIENT agrees to fully comply with the evaluation team that will evaluate the effectiveness of this grant. Noncompliance may affect the SUBRECIPIENT'S eligibility in future sub-awards from NDE or result in forfeiture of remaining funds.
22. The SUBRECIPIENT agrees that any funds not committed for expenditures by the end of the grant cycle will be returned to NDE with the Final Financial, until carryover funds are approved for expenditures.
23. The SUBRECIPIENT will submit the Final Financials to the NDE within 45 days from the end of the grant cycle. Noncompliance will result in ineligibility for future sub-grant cycles.
24. Monthly requests for reimbursement are due to the NDE by the 15th of the month for the previous month of services.
25. That the SUBRECIPIENT agrees to comply with NDE's requirement to submit supporting source documentation with reimbursement requests which will ensure that all costs charged to federal and state grants are allowable.
26. The documentation for all transactions, controls and other significant events must be clear and readily available for examination. All documentation such as invoices, contracts, subgrant awards, etc. should be maintained at the SUBRECIPIENT's principal place of business. If they are not, the SUBRECIPIENT must bear the cost of making original documents available for examination by the State.
27. Personnel employed as teachers and instructional aides by the SUBRECIPIENT or personnel contracted to provide such service to the SUBRECIPIENT shall be certified pursuant to the provisions of NRS 386.590 (as amended by Senate Bill 509 of the 2015 Session of the Nevada Legislature, Chapter 238, Statutes of Nevada (2015)).
28. The SUBRECIPIENT shall maintain effective control and accountability for all grant funds, property, and other assets. Good internal control necessitates that fiscal responsibilities be clearly established. Accounting functions should be separated to the fullest extent possible so that no one person authorizes, executes, and approves the same transactions. Policies covering personnel and accounting procedures and separation of duties must be documented in a policies and procedures manual or other similar document.
29. The SUBRECIPIENT must maintain continuing responsibility for the overall program. This includes the establishment of written policies and procedures for program operations. The following areas must not be delegated to subrecipients or persons who are not employees or officials of the SUBGRANTTEE organization:

GENERAL STATEMENT OF FEDERAL ASSURANCES (continued)

- a). Being informed of and accountable for all program income and expenditures;
 - b). Performance of timely written evaluations of the program, and monitoring of established goals and objectives as written in the program's grant award;
 - c). Financial reports and all other reports required by NDE including monthly Requests for Funds, required quarterly progress reports and final program reports (as applicable);
 - d). Administration of the program in accordance with each agency's administrative practice.
30. If the SUBRECIPIENT decides to establish a policy-making body (or is required either by law or by funding source to establish such a body), its roles and responsibilities must be clearly defined. This must be approved by the Program Director.
31. Any activities that deviate from the scope of work/goals and objectives identified in the grant agreement must receive prior written approval from the Education Programs Professional and may require a written amendment to the grant agreement.
32. SUBRECIPIENTS must notify the Education Programs Professional immediately regarding any legal action or negative publicity related to grant-funded events, activities, services, purchases, or outreach.
33. All instructions, requirements, rules and regulations for grants administered through the SUBRECIPIENT are applicable to subrecipients, mini-grants, contracts or other mechanisms passing on these funds. It is the responsibility of the SUBRECIPIENT to ensure compliance of subrecipients through monitoring, reporting, site visits, fiscal reviews or other means. NDE may implement probationary measures with the SUBRECIPIENT for noncompliance on the part of subrecipients.
34. No organization may participate in the grant-funded project in any capacity or be a recipient of federal or state funds designated for this project if the organization has been debarred or suspended or otherwise found to be ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension" (see 45 CFR 92.35). Prior to issuing subawards or contracts under this grant, the SUBRECIPIENT must consult the Excluded Parties List System to ensure that organizations under funding consideration are not ineligible. The list may be accessed online through the System for Award Management (SAM) at <https://www.sam.gov>.
35. Decisions made by Education Program Professionals must be based on the grant agreements, approved budgets, grant assurance, written program policies and procedures, and written fiscal policies and procedures including those in the State Administrative Manual (SAM) and in any Federal OMB circulars or other federal or state regulations and guidance that apply to the funding source. If a SUBRECIPIENT disagrees with a decision, the SUBRECIPIENT has the option to dispute the decision by taking the following steps:
- a). Request in writing that the Education Programs Professional provide the specific Documentation upon which a decision is based. Written response will be made within seven (7) working days.

GENERAL STATEMENT OF FEDERAL ASSURANCES (continued)

- b). Follow the policies of each agency.
 - c). If the disagreement is still unresolved, request in writing that the matter be reviewed by the Program Director, whose decision will be final and will not be open to further discussion or challenge.
- 36. All interactions will be conducted with honesty, courtesy, and respect. It is essential that a professional relationship be maintained in order to properly administer the grant and provide effective services in the community.
 - 37. Conduct that interferes with the administration of the grant or negatively impacts the ability to provide effective program services may result in termination of the grant after NDE carefully reviews the circumstances.
 - 38. Timeliness of report submission will be tracked and noted in the grant file. Any extensions or exceptions to requirements must also be noted in the grant file.

2 CFR Part 200 – Uniform Administrative Requirements, Costs Principles, and Audit Requirements

2 CFR 200 for Federal Awards Consistent with 2 CFR Subtitle A – Office of management and Budget Guidance for Grants and Agreements and 2 CFR Subtitle B – Federal Agency Regulations for Grants and Agreements, the STATE AGENCY, shall hold the SUBRECIPIENT to the provisions established by the DEPARTMENT which govern the funds and program.

- 39. The SUBRECIPIENT assures it will adhere to the 2 CFR 200 Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards as dictated by the DEPARTMENT.
- 40. The SUBRECIPIENT assures it has a valid DATA Universal Numbering System (DUNS) number BEFORE applying for funds and that it will maintain the correct DUNS number on file with the STATE AGENCY (2 CFR 200.300). The SUBRECIPIENT must also register with the System for Award Management (SAM) website to receive federal funds. The web address for the SAM registration is <https://governmentcontractregistration.com>. The website for requesting a DUNS number is <http://fedgov.dnb.com>. The DUNS number is a onetime action. The CCR registration must be maintained and updated as required by CCR website.
- 41. The SUBRECIPIENT assures it will adhere to the Certifications and representation (2 CFR 200.212) regulations that prohibit the award of funds to individuals and parties that are ineligible or excluded from participating federal assistance programs or activities.
- 42. The SUBRECIPIENT assures it will adhere to the Suspension and Debarment (2 CFR 200.212) regulations that prohibit the award of funds to individuals and parties that are ineligible or excluded from participating in federal assistance programs or activities.
- 43. The SUBRECIPIENT assures it will adhere to the lobbying provisions established by 2 CFR 200.450 and any additional federal statutes and regulations governing the use of federal funds on lobbying.

GENERAL STATEMENT OF FEDERAL ASSURANCES (continued)

44. That the SUBRECIPIENT will cause to be performed the required financial and compliance audits in accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards. That in the event of a sustained audit exception, and upon demand of NDE, the SUBRECIPIENT shall immediately reimburse NDE for that portion of the audit exception attributable under the audit to the SUBRECIPIENT. The SUBRECIPIENT agrees to hold NDE harmless for any audit exception arising from the SUBRECIPIENT's failure to comply with applicable regulations.
45. That the SUBRECIPIENT will conform to all activities conducted under the approved grant to the provisions contained within 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements.
46. When funded on an advance basis by NDE (if allowed by regulations), the SUBRECIPIENT agrees to minimize the time between the transfer of funds and the disbursement by the local entity in accordance with the Cash Management Improvement Act (31 CFR Part 205). Additionally, the SUBRECIPIENT agrees to maintain cash balances which meet their immediate cash needs only. Any interest earnings by the SUBRECIPIENT will require repayment in accordance with 2 CFR 200, as applicable.
47. In the purchase of equipment and supplies, the SUBRECIPIENT will comply with local, state, and federal procurement policies. In addition, equipment and supplies purchased for use in a federal or state program will comply with the provisions of OMB CFR 200, as applicable, and in individual program regulations.
48. That no federal funding may be used for the acquisition of real property unless specifically permitted by the authorizing statute or implementing regulations for the program. If real property or structures are provided or improved with the aid of federal financial assistance, the SUBRECIPIENT will comply with applicable statutes, regulations, and the project application in the use, encumbrance, transfer or sale of such property or structure. If personal property is so provided, the SUBRECIPIENT will comply with the applicable statutes, regulations and the project application in the use, encumbrance, transfer, disposal and sale of such property 2 CFR 200.317.
49. That the SUBRECIPIENT will make reports to NDE and to the DEPARTMENT as may reasonably be necessary to enable NDE and DEPARTMENT to perform their duties. The reports shall be completed and submitted in accordance with the standards and procedures designated by NDE and/or the DEPARTMENT and shall be supported by appropriate documentation.
50. That the SUBRECIPIENT will not subgrant the approved project to another entity without the express written consent of NDE.
51. That the SUBRECIPIENT may not count tuition and fees collected from students toward meeting matching, cost sharing, or maintenance of effort requirements of a program.
52. That no provision of any law shall be construed to authorize the consolidation of any applicable program, such as the commingling of funds derived from one appropriation with those derived from another appropriation, except as specifically authorized by Nevada Revised Statute.

GENERAL STATEMENT OF FEDERAL ASSURANCES (continued)

53. That funds will be used to supplement and not supplant state and local funds expended for educational purposes and, to the extent practicable, increase the fiscal effort that would, in absence of such funds, be made by the SUBRECIPIENT for educational purposes.
54. That the SUBRECIPIENT shall continue its coordination with NDE during the length of the project period.
55. The SUBRECIPIENT shall cooperate in any evaluation by the DEPARTMENT.
56. The SUBRECIPIENT will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
57. That the SUBRECIPIENT will maintain records, including the records required under Section 437 of the General Education Provisions Act (GEPA), 20 U.S.C. Section 1221, and provide access to those records as NDE or the DEPARTMENT and the Comptroller General or any of their authorized representatives in the conduct of audits authorized by federal law or state statute. This cooperation includes access without unreasonable restrictions to its records and personnel for the purpose of obtaining relevant information. The Uniform Guidance 2 CFR 200.336.
58. That the SUBRECIPIENT will maintain Time and Effort documentation for all employees whose salaries are:
 - a.) Paid in whole or in part with federal funds 2 CFR 200.430(i)(1) or
 - b.) Used to meet a match/cost share requirement 2 CFR 200.430(i)(4).

34 CFR Education Department General Administrative Regulations (EDGAR). Federal Agency Regulations for Grants and Agreements, the STATE AGENCY, shall hold the SUBRECIPIENT to the provisions established by the DEPARTMENT which govern the funds and program.

59. That the SUBRECIPIENT may not use its federal or state funding to pay for any of the following:
 - a.) Religious worship, instruction, or proselytization;
 - b.) Equipment or supplies to be used for any of the activities specified in this assurance, herein;
 - c.) Construction, remodeling, repair, operation or maintenance of any facility or part of a facility to be used for any of the activities specified in this assurance herein; and
 - d.) An activity of a school or department of divinity. A school or department of divinity is defined in 34 CFR 76.532(b).
60. Additionally, to certify compliance with requirements regarding Lobbying; Debarment, Suspension, Ineligibility and Voluntary Exclusion; and Drug-Free Workplace, as prescribed in 34 CFR Part 82 and Part 85, and 7 CFR Part 3017, and the required regulations implementing Executive Order 12549.
61. The SUBRECIPIENT, by submission of a grant proposal, agrees that the DEPARTMENT or NDE have the authority to take administrative sanctions,

GENERAL STATEMENT OF FEDERAL ASSURANCES (continued)

including, but not limited to, suspension of cash payments for the project, suspension of program operations and/or termination of project operations, as necessary to ensure compliance with applicable laws, regulations, and assurances for any project. The SUBRECIPIENT acknowledges this authority under 34 CFR 80.43 and 34 CFR 74.62.

62. That the SUBRECIPIENT will provide reasonable opportunities for participation by teachers, parents, and other interested agencies, organizations and individuals in the planning for and operation of each program, as may be necessary according to statute.
63. That any application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and to other members of the general public.
64. That the SUBRECIPIENT will acquire, use, maintain, and dispose of equipment purchased for the approved project in accordance with 34 CFR 80.32.
65. That the SUBRECIPIENT will have effective financial management systems which conform to the standards present in 34 CFR 80.20, which includes, but is not limited to, the ability to report financial data verifying compliance with program regulations and maintaining effective internal control over the operations of the approved grant,
66. That the SUBRECIPIENT will obligate funds within the approved project period as set forth in the approved application and will liquidate said obligations not later than 90 days after the end of the project period for grants applied for electronically. For purposes of approved projects, obligations have the same meaning as contained in 34 CFR 76.707.
67. That the SUBRECIPIENT has adopted effective procedures for:
 - a.) Acquiring and disseminating to teachers and administrators participating in each program, significant information resulting from education research, demonstrations and similar projects; and
 - b.) Adopting, if appropriate, promising educational practices develop through those projects.
68. That if a program so requires, provisions shall be made for the participation of children enrolled in private schools in the area to be served. Such provision shall:
 - a.) Provide private school students with a genuine opportunity for equitable participation;
 - b.) Provide an opportunity to participate in a manner that is consistent with the number of
 - c.) eligible private school students and their needs;
 - d.) Maintain continuing administrative direction and control over funds and property that
 - e.) benefit students enrolled in private schools;
 - f.) Comply with the requirements of 34 CFR Section 76.652 through 76.662.

GENERAL STATEMENT OF FEDERAL ASSURANCES (continued)

69. The SUBRECIPIENT will comply with the requirements of the Boy Scouts of America Equal Access Act (Boy Scouts Act), 20 USC 7905, 34 CFR Part 108, and with other federal civil rights statutes enforced by the OCR.

That the SUBRECIPIENT, if administering a program for Education of Homeless Students, affirms that:

70. The SUBRECIPIENT will adopt policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless.
71. The SUBRECIPIENT will designate an appropriate staff person as a SUBRECIPIENT liaison for homeless children and youths, to carry out the duties described in Title X, Part C, section 722, paragraph (6)(A).
72. The SUBRECIPIENT will adopt policies and practices to ensure that transportation is provided, at the request of the parent or guardian (or in case of an unaccompanied youth, the liaison), to and from school of origin in accordance with the provisions of Title X, Part C, section 722, paragraph (6)(J)(iii).
73. The SUBRECIPIENT will adopt policies and practices to ensure immediate enrollment of homeless children.

45 CFR Public Welfare, Department of Health and Human Services.

Federal Agency Regulations for Grants and Agreements, the STATE AGENCY, shall hold the SUBRECIPIENT to the provisions established by the DEPARTMENT which govern the funds and program.

74. That the SUBRECIPIENT will comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. 45 CFR 160, 162, and 164, as amended. If the subgrant includes functions or activities that involve the use or disclosure of protected health information (PHI), the SUBRECIPIENT agrees to enter into a Business Associate Agreement with NDE, as required by 45 CFR 164.504. If PHI will not be disclosed then a Confidentiality Agreement will be entered into.
75. 45 CFR, Part 98 – Child Care and Development Fund: Final Rule
76. 45 CFR, Part 99 – Procedures for Hearings for the Child Care and Development Fund.

ADD SPECIFIC GRANT REQUIREMENTS HERE (if applicable)

Administrative Requirements:

The SUBRECIPIENT is governed by the following federal regulations:

In accordance with Public Law 103-333, the “Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995,” the following provisions are applicable to the mandatory grant programs:

GENERAL STATEMENT OF FEDERAL ASSURANCES (continued)

Section 507: “Purchase of American-Made Equipment and Products - 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.”

Section 508: “When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all states receiving federal funds, including but not limited to state and local governments and recipients of federal research grants, shall clearly state

- a.) the percentage of the total costs of the program or project which will be financed with federal money,
- b.) the dollar amount of federal funds for the project or program, and
- c.) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.”

Drug-Free Workplace Requirements. In accordance with provisions of Title V, Subtitle D of Public Law 100-690 (41 USC 701 et. seq.), the “Drug-Free Workplace Act of 1988,” all SUBRECIPIENTS must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The grantee must notify ACF if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. (See 2 CFR Part 382)

Smoking Prohibitions. In accordance with Title XII of Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used 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 wither 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 or facilities and used for inpatient drug and alcohol treatment.

The above language must be included in any subawards that contain provisions for children’s services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

Religious Activity Prohibitions. Direct Federal grants, subawards, or contracts under these programs shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs. (See 45 CFR Part 87)

Lobbying Prohibitions. Federal grant funds provided under these awards may not be used by the grantee or any sub-grantee to support lobbying activities to influence

GENERAL STATEMENT OF FEDERAL ASSURANCES (continued)

proposed or pending federal or state legislation or appropriations. This prohibition is related to the use of federal grant funds and is not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of government, through the use of other resources. (See 45 CFR Part 93.)

Same-Sex Marriage Provisions. In accordance with the decision in *United States v. Windsor* (133 S. Ct. 2675 (June 26, 2013)); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

Failure to comply with the terms and conditions detailed above may result in the loss of federal funds and may be considered grounds for the suspension or termination of this grant.

Signature of Authorized Person

Date

Name and Title

District/Organization