



Attachment CC

GENERAL STATEMENT OF FEDERAL ASSURANCES

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”. NDE may make funds available to the SUBRECIPIENT in accordance with requirements and regulations applicable to such programs.

Table of Contents

The General Statement of Federal Assurances is divided into several sections. The table of contents provides a quick reference.

Section

- 1-18 Title 34 Education (34CFR), Title 45 Public Welfare (45CFR), Title 42 Public Health (42CFR) (page 2 – page 4)
- 19-36 State Agency Regulations (page 5 – page 7)
- 37-51 2 CFR Part 200 (page 8 – page 10)
- 52-62 34 CFR Education Department General Administrative Regulations (EDGAR) (page 10 – page 11)
- 63-66 Education of Homeless Students (page 12)
- 67-69 45 CFR Public Welfare, Department of Health and Human Services (page 12 – page 13)
- **70-X GRANT SPECIFIC ASSURANCES (if applicable) (page 13)**
- Administrative Requirements (page 13 – page 14)
- Signature page (page 15)

GENERAL STATEMENT OF FEDERAL ASSURANCES (continued)

The State Agency shall hold the SUBRECIPIENT to the provisions within the applicable Nevada Revised Statute (NRS) that govern the funds passed through the Nevada Department of Education (NDE) to the SUBRECIPIENT.

Additionally, 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 (42CFR).

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

1. The SUBRECIPIENT has the necessary legal authority to apply for and receive the proposed subgrant and enter into the contractual agreement.
2. 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. The SUBRECIPIENT assures that it will comply with all requirements and regulations of the Every Student Succeeds Act (ESSA) programs for which it is applying, whether or not the program statute specifically identifies these requirements as a description or assurance that NDE would address in program-specific plan or application.
4. The SUBRECIPIENT will maintain records and provide access to those records to NDE, the DEPARTMENTS, 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 used the federal or state funding and which show:
 - a.) The amount of funds awarded under the subgrant or grant;
 - b.) How the SUBRECIPIENT used the funds;
 - c.) The total cost of the project; and
 - d.) The share of that total cost provided from other sources.
5. The SUBRECIPIENT agrees 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)

6. 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).
7. The SUBRECIPIENT will comply with any applicable federal, state and local health or safety requirements that apply to the facilities used for a project.
8. That in the case of any project involving construction, the SUBRECIPIENT agrees the project will be consistent 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 comply 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 of 1931.
9. 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.
10. The SUBRECIPIENT will adopt and use the proper methods of administering the subgrant, 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; and
 - c.) The adoption of written procedures for the receipt and resolution of complaints alleging violations of law in the administration of such programs.
11. The SUBRECIPIENT will comply with the Safe and Drug Free Schools Act of 1989 (as amended) and the Pro-Children Act of 1994 (as amended).
12. The SUBRECIPIENT may be subject to recapture and reallocation of grant funds for failure to meet any of the following:
 - a.) Expenditure timelines;
 - b.) Monthly, quarterly, and/or annual reports as applicable; and
 - c.) Grant performance outcomes, if applicable.

GENERAL STATEMENT OF FEDERAL ASSURANCES (continued)

13. All requests for budget amendments must be made in writing and approved prior to expenditure of funds (see State Agency Regulations section 22 page 5).
14. 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.
15. 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.
16. Personnel and subcontractors funded from federal grants to 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).
17. 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 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 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 receives 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, the SUBRECIPIENT must include the requirements of this provision in any subaward made to a private entity.
18. 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 AGENCY REGULATIONS

The Nevada Department of Education (NDE), which administers the funds and program, shall hold the SUBRECIPIENT to the following provisions:

19. The SUBRECIPIENT assumes full responsibility for the overall program, which includes, but is not limited to fiscal administration, timely submission of required reports, program management including personnel, and meeting the goals and objectives in the approved grant award.
20. The SUBRECIPIENT agrees to fully comply with evaluation and audit teams that will evaluate the effectiveness of this grant. Noncompliance may affect the SUBRECIPIENT'S eligibility for future awards from NDE or result in forfeiture of remaining funds.
21. The SUBRECIPIENT agrees that monthly Requests for Funds (RFF) are due to the NDE by the **15th** of each month for expenditures incurred in the previous month. The final RFF must be submitted no more than **21** calendar days after the period of performance has ended. Failure to comply with these requirements may result in denial of the RFF.
22. Expenditures cannot exceed the approved budget in any object code (category). All requests for cost or no-cost budget amendments must be made in writing and approved prior to expenditure of funds. Any changes to the object code budget must be approved by NDE prior to expenses being incurred. NDE reserves the right to deny reimbursement for any amount exceeding the previously approved budget for each object code. Budget amendments may be accepted up to **60** calendar days prior to the end date of the grant period of performance and should not occur more than once per quarter.
23. The SUBRECIPIENT will submit the Final Financial Reports (FFR) for federally funded subgrants to the NDE within 45 calendar days after the period of performance has ended. Failure to comply with this requirement may result in ineligibility for future grant awards from NDE.
24. The SUBRECIPIENT agrees to comply with NDE's requirement to submit supporting source documentation with reimbursement requests to demonstrate that all costs charged to Federal grants are allowable.
25. All documentation, such as invoices or contracts, etc., should be maintained at the SUBRECIPIENT's principle place of business and readily available for examination upon request. If not, the SUBRECIPIENT must bear the cost of making original documents available for examination. SUBRECIPIENTS generally must retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of a grant or may reasonably be considered pertinent to a grant for a period of 3 years from the date the annual FFR is submitted to NDE.
26. Personnel employed, such as teachers and instructional aides, by the SUBRECIPIENT or personnel contracted to provide services to the

GENERAL STATEMENT OF FEDERAL ASSURANCES (continued)

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)).

27. 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 transaction. Policies covering personnel and accounting procedures and separation of duties must be documented in a policies and procedures manual or similar document and should be made available to NDE upon request.
28. The SUBRECIPIENT must maintain continued responsibility of the overall program. This includes the establishment of written policies and procedures for program operations. The following areas must not be delegated to persons who are not employees or officials of the SUBRECIPIENT organization:
 - 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 other reports required by NDE, including monthly Requests for Funds, quarterly progress reports and final program reports (as applicable);
 - d.) Administration of the program in accordance with each SUBRECIPIENT'S administrative practice.
29. If the SUBRECIPIENT decides to establish a policy-making body (as required by law or by funding source), its roles and responsibilities must be clearly defined and must be approved by the NDE Program Director.
30. Any activities that deviate from the scope of work/goals and objectives identified in the grant agreement must receive prior written approval from the NDE Program Director and may require an amendment to the subgrant agreement. These changes may be accepted up to 60 calendar days prior to the end date of the subgrant period of performance.
31. SUBRECIPIENTS must notify the NDE Education Programs Professional immediately regarding any legal action or negative publicity related to subgrant-funded events, activities, services, purchases, or outreach.
32. All instructions, requirements, rules and regulations for grants administered through the SUBRECIPIENT are applicable to the SUBRECIPIENT'S contracts or other mechanisms passing on these funds. It is the responsibility of the SUBRECIPIENT to ensure compliance of these entities through monitoring,

GENERAL STATEMENT OF FEDERAL ASSURANCES (continued)

- reporting, site visits, fiscal reviews or other means. NDE may implement probationary measures with the SUBRECIPIENT for noncompliance.
33. The SUBRECIPIENT'S indirect costs rate must be approved by NDE.
34. No organization may participate in the subgrant funded project in any capacity or be a recipient of State or federal funds designated for this project if the organization has been debarred, 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 grant awards under this grant, NDE will 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 at <https://www.sam.gov>.
35. Decisions made by NDE must be based on the subgrant agreements, approved budgets, grant assurances, written program policies and procedures, and written fiscal policies and procedures, including those in the State Administrative Manual, Nevada Revised Statutes 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 NDE Education Programs Professional provide:
 - 1. Documentation upon which a decision is based. Written response will be made within seven (7) working days.
 - 2. If the disagreement is still unresolved, request in writing that the matter be reviewed by the NDE Program Director, whose decision will be final and will not be open to further discussion or challenge.
 - b.) 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.
 - c.) 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 upon careful review by NDE of the circumstances.
36. Timeliness of report submission will be tracked and noted in the SUBRECIPIENT subgrant file. Any extensions or exceptions to requirements must also be noted in the SUBRECIPIENT subgrant file.

GENERAL STATEMENT OF FEDERAL ASSURANCES (continued)

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 governs the funds and program.

37. The SUBRECIPIENT assures it will adhere to all activities conducted under the approved grant to the provisions contained within 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as dictated by the DEPARTMENT.
38. 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 NDE (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 one-time action. The Central Contractor Registration (CCR) must be maintained and updated as required by CCR website.
39. 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.
40. 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.
41. The SUBRECIPIENT will be expected to perform the required financial and compliance audits in accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards. 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. The SUBRECIPIENT agrees to hold NDE harmless for any audit exception arising from the SUBRECIPIENT's failure to comply with applicable regulations.
42. 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

GENERAL STATEMENT OF FEDERAL ASSURANCES (continued)

- interest earnings by the SUBRECIPIENT will require repayment in accordance with 2 CFR 200, as applicable.
43. When purchasing 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 individual program regulations.
 44. 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. The SUBRECIPIENT will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended
 45. The SUBRECIPIENT will make reports to NDE as may reasonably be necessary to enable NDE and the 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.
 46. The SUBRECIPIENT will not subgrant the approved project to another entity without the express written consent of NDE.
 47. The SUBRECIPIENT may not count tuition and fees collected from students toward meeting matching, cost sharing, or maintenance of effort requirements of a program.
 48. 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 and federal regulations.
 49. 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.
 50. 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).

GENERAL STATEMENT OF FEDERAL ASSURANCES (continued)

51. 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 governs the funds and program.

52. 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).
53. The SUBRECIPIENT, by submission of a subgrant proposal, certifies 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.
54. The SUBRECIPIENT, by submission of a subgrant proposal, agrees that the DEPARTMENT or NDE have the authority to take administrative sanctions, 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.
55. 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.

GENERAL STATEMENT OF FEDERAL ASSURANCES (continued)

56. The SUBRECIPIENT agrees that any application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public.
57. The SUBRECIPIENT will acquire, use, maintain, and dispose of equipment purchased for the approved project in accordance with 34 CFR 80.32.
58. The SUBRECIPIENT will have effective financial management systems that 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.
59. The SUBRECIPIENT will obligate federal funds within the approved project period as set forth in the approved application and will liquidate said obligations not later than 45 days after the end of the project period. For purposes of approved projects, obligations have the same meaning as contained in 34 CFR 76.707.
60. The SUBRECIPIENT agrees to adopt 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 developed through those projects.
61. If required by the program, the SUBRECIPIENT agrees that provisions shall be made for the participation of children enrolled in private schools in the area to be served. Such provisions 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 eligible private school students and their needs;
 - c.) Maintain continuing administrative direction and control over funds and property that benefit students enrolled in private schools;
 - d.) Comply with the requirements of 34 CFR Section 76.652 through 76.662.
62. 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 statuses enforced by the OCR.

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

63. 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.
64. 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).
65. 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 the school of origin in accordance with the provisions of Title X, Part C, section 722, paragraph (6)(J)(iii).
66. 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 governs the funds and program.

67. 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 and 34 CFR 99 Family Educational Rights and Privacy Act (FERPA). 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.
68. 45 CFR, Part 98 – Child Care and Development Fund (CCDF):
 - a.) Nothing in the Act or this part shall be construed to supersede or modify any provision of a State constitution or State law that prohibits the expenditure of public funds in or by sectarian organizations, except that no provision of a State constitution or State law shall be construed to prohibit the expenditure in or by sectarian institutions of any federal funds provided under this part.
 - b.) If a State law or constitution would prevent CCDF funds from being expended for the purposes provided in the Act, without limitation, then States shall segregate State and federal funds.

GENERAL STATEMENT OF FEDERAL ASSURANCES (continued)

69. 45 CFR, Part 99 – Procedures for Hearings for the Child Care and Development Fund:

a.) The rules of procedure in this section govern the practice for hearings afforded by the Department to Lead Agencies pursuant to § 98.18(c) or § 98.91, and the practice relating to the decisions of such hearings.

b.) Nothing in this part is intended to preclude or limit negotiations between the DEPARTMENT and the NDE, whether before, during, or after the hearing, to resolve the issues which are, or otherwise would be, considered at the hearing. Such negotiations and resolution of issues are not part of the hearing and are not governed by the rules in this part, except as expressly provided herein.

70. 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 grant programs:

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 Administration for Children and Families (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)

GENERAL STATEMENT OF FEDERAL ASSURANCES (continued)

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 whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans, 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. 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 to support lobbying activities to influence 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.

The SUBRECIPIENT understands and agrees that failure to comply with the assurances detailed above may result in the loss of federal funds and may be considered grounds for the suspension or termination of this subgrant award.

GENERAL STATEMENT OF FEDERAL ASSURANCES (continued)

State Fiscal Year

Project Title

Project Number

Name of Recipient (District/Organization)

Signature of Recipient Authorized Person

Recipient Authorized Person Name and Title

Date