

**Directions for Completion of Agreement and Assurances by Applicant for Sub-Award:**

1. Type into or select the appropriate box that is highlighted blue and gray.
2. Please note that paragraphs 24-33 only apply to sub-awards funded in whole or part with federal funds.
3. Sign the signature page.
4. Read and Sign both Attachment 2: "Certifications" and Attachment 3: "Non Construction Programs" for sub-awards funded in whole or part with federal funds.
5. IF necessary, add other documents and incorporate into Attachment 4.

***NOTE: Changes and/or modifications to the Agreement and Assurance will not be accepted by ODMHAS.***

DRAFT

## AGREEMENT and ASSURANCES (Attachment 1)

In accepting a sub-award from the OHIO Department of Mental Health and Addiction Services, hereinafter DEPARTMENT, \_\_\_\_\_, ("SUB-AWARDEE"),  
Located at \_\_\_\_\_ ;

Agrees and makes the following assurances:

1. SUB-AWARDEE has applied for a sub-award ("sub-award") from one or more of the following fund sources:
  - Community Mental Health Block Grant (CFDA 93.958)
  - Title IV-B, Part 1 Child and Family Services Grant (CFDA No. 93.645, Federal Award No. 0701OH00FP)
  - Title IV-B Part 2 Family Support Grant (CFDA No. 93-556, Federal Award No. 0701OH1400)
  - 5AU Rotary; ODMHAS Account for Receipt of federal funds
  - Projects for Assistance in Transition from Homelessness (PATH) Grant (CFDA No. 93.150)
  - GRF Allocation Line Item (ALI) Grant
  - Title XX (CFDA No. 93.667)
  - Child Care Quality (CFDA No. 93.713)
  - Other: **Ohio SBIRT** [include **CFDA # 93.243** for federal funds]
  - Other: \_\_\_\_\_ [include CFDA # \_\_\_\_\_ for federal funds]
  - Other: \_\_\_\_\_ [include CFDA # \_\_\_\_\_ for federal funds]
  - SAPT Block Grant funds as defined in Public Laws 102-394, and 102-321 administered by the DEPARTMENT for the purpose(s) described in the final approved version of the Application(s) for Funding (APPLICATION). The APPLICATION includes goals, objectives, activities, performance indicators, budget and budget narrative.
2. If applicable, the Notice of Sub-Award (NOSA) or Intrastate Transfer Voucher (ISTV) (included as Attachment 6) is incorporated by reference as an integral part of this agreement.  
The NOSA establishes the:
  - a) Dollar amount awarded by the DEPARTMENT;
  - b) Plan for drawing down funds;
  - c) Required reporting, reporting frequency, and the persons at the DEPARTMENT to whom those reports should be submitted.The ISTV establishes:
  - a) Dollar amount awarded by the DEPARTMENT;
  - b) OAKS Coding
  - c) Project DescriptionAll other attachments to this Agreement referenced herein, including those listed in Attachment 5, are hereby incorporated by reference as integral parts of this Agreement.
3. With the signing of this Agreement, the SUB-AWARDEE will begin work to accomplish the goals, objectives, activities and meet the performance indicators (including but not limited to production of deliverables) identified in the APPLICATION.

4. The Application, Interagency Agreement (if applicable) and this Agreement, including all attachments, constitutes the entire agreement between the parties and may be changed or modified only in writing, signed by all the parties hereto or their legal successors.
5. The SUB-AWARDEE assumes full responsibility for implementation of the goals, objectives and activities as described in the APPLICATION, including those performed by any lower tier sub-recipient ("SUB-RECIPIENT") named in the APPLICATION. SUB-AWARDEE is responsible for ensuring that its SUB-RECIPIENT (if any) is responsible for meeting the terms and conditions of this Agreement in accordance with the performance indicators detailed in the APPLICATION. [45 CFR 92.37]
6. This sub-award is subject to the availability of funds from the appropriate fund source, and allocated to the DEPARTMENT by the State of OHIO, Office of Budget and Management [ORC 126.07]. The DEPARTMENT reserves the right to alter the amount of this sub-award without prior notice to the SUB-AWARDEE. If funds designated for this program become unavailable during the term of this Agreement, the DEPARTMENT's obligations under this Agreement expire immediately and SUB-AWARDEE shall be paid for any non-cancelable obligations appropriately related to the sub-award. Upon such notice SUB-AWARDEE shall preserve and provide all work in progress to the DEPARTMENT. Upon satisfactory delivery of those materials and an acceptable final report, the DEPARTMENT will remit any payments due and release the SUB-AWARDEE from its obligations to DEPARTMENT for further performance under this Agreement.
7. SUB-AWARDEES subject to the audit requirements of OMB Circular A-133 are required to submit to the DEPARTMENT a copy of their A-133 audit(s) covering the period of the sub-award. If SUB-AWARDEE is not subject to the audit requirements of OMB Circular A-133, SUB-AWARDEE shall submit to the DEPARTMENT a copy of its annual financial audit(s) covering the period of the sub-award within the earlier of thirty (30) days after receipt of the auditor's report(s) or nine months after the end of the audit period, or such longer period as is agreed to in advance by the DEPARTMENT, unless a waiver of this requirement is approved in advance by the DEPARTMENT.
8. The SUB-AWARDEE shall purchase or maintain liability insurance and shall assure the DEPARTMENT that SUB-AWARDEE has in place adequate insurance and/or bonds all of its board members, officers or employees who are responsible for payments and expenditures from federal funds received from the DEPARTMENT. For SUB-AWARDEES that are ADAS/CMH/ADAMH Boards, this requirement may be met by participation in CORSA (County Risk Sharing Authority), a statement that the Board is self-insured and maintains adequate reserves to cover anticipated liabilities or purchase of insurance/bonds. This paragraph does not apply to Ohio's state agencies.
9. The DEPARTMENT reserves the right to terminate this Agreement in the event that the goals, objectives, activities and performance indicators (including but not limited to production of deliverables) identified in the APPLICATION are not delivered in a timely manner or with sufficient quality that they are suitable for their anticipated purposes and uses.
10. In the event of termination or non-renewal of this Agreement, equipment and residual inventory of unused supplies with a Fair Market Value of:

- \$1000 or more for state funded sub-awards, or
  - \$5000 or more for federally funded sub-awards
- purchased with sub-award funds will be returned to DEPARTMENT or disposed of in a manner specified by the DEPARTMENT which is consistent with applicable rules governing disposal, transfer or sale of such property. Any proceeds from the transfer, sale or disposal of such property shall be returned to the DEPARTMENT. [45 CFR 74.34, .35; 45 CFR 92.25, .26, .32, .33]
11. All items, products, deliverables and intellectual property developed, produced, dependent upon, derived from and/or begun as a result of this Agreement shall:
- a) Identify the DEPARTMENT and, if applicable, the federal grant, as the funding source;
  - b) Reserve to the DEPARTMENT - and to the federal government if this sub-award includes federal funds - a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for public purposes, and to authorize others to do so;
  - c) Be provided to the DEPARTMENT as specified in the APPLICATION; and
  - d) Be approved by the DEPARTMENT before dissemination. [45 CFR 74.36; 45 CFR 92.34]
- This paragraph does not apply to copyrighted materials purchased or licensed for use under this Agreement except to the extent that the rights of copyright ownership were purchased with grant support.
12. Funds received by SUB-AWARDEE from the sale of products or services supported by this sub-award (including but not limited to the use, sale or publication of data, information, intellectual property or deliverables and other products or services which rely upon them, which were acquired or developed pursuant to this Agreement) are considered program income and shall be expended in accordance with the following:
- Added to funds committed to the project/program and used to further eligible project/program objectives;
  - Used to finance the non-Federal share or other match requirement of the project/program or;
  - Deducted from the total project/program allowable cost in determining the net allowable cost upon which the Federal share of costs is based (federally funded sub-awards) or upon which the state share is based (state funded sub-awards).
- If applicable, the NOSA attached to this Agreement identifies the designated application of program income earned by the SUB-AWARDEE. Program income from federally funded sub-awards must be reported on the Federal Financial Report, Standard Form 425. [2 CFR 215.24; 2 CFR Part 230, Appendix A, ¶ 5.c.; OMB Circular A-102, Attachment ¶ 2.e.; OMB Circular A-87 C.4.; 45 CFR 74.24; 45 CFR 92.25]
13. The SUB-AWARDEE and the DEPARTMENT agree that neither shall use any confidential or private information made available by the other party for any purpose other than to fulfill the obligations specified in the APPLICATION and this Agreement unless otherwise required by law, including Ohio public records law [ORC §149.43]. Each party agrees to be bound by all applicable standards for confidentiality and to apply such standards to its employees and agents.
14. Including but not limited to the regulations of the DEPARTMENT, the SUB-AWARDEE agrees to comply with all applicable Ohio and Federal confidentiality, privacy and security laws and

regulations. Copies of all rules of the DEPARTMENT governing confidentiality of individual's protected information are available at:

- <http://codes.ohio.gov/oac>
- <http://codes.ohio.gov/orc>

The SUB-AWARDEE is responsible for assuring compliance with all such rules by employees, agents and contractors. If SUB-AWARDEE is to create or receive any protected health information (PHI) from or on behalf of the DEPARTMENT, SUB-AWARDEE shall enter into a HIPAA compliant Business Associate Agreement with the DEPARTMENT prior to obtaining access to any PHI, and must comply with 42 CFR Part 2 relating to alcohol and drug abuse patient records. [ORC 5119.27, 5119.28, 5122.31; 42 USC 1320-1320d-8; 42 USC 300x-53]

15. No funds received under this sub-award shall be used for the repayment of any pre-existing loan. The accounts of the SUB-AWARDEE for this sub-award should clearly show the relationship between expenditures and approved budget items. [2 CFR 215.21(b)(4); OMB Circular A-122, Attachment B, ¶ 38; OMB Circular A-87, Attachment B, ¶ 32; 45 CFR 92.23]
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and applicable federal laws and regulations. The SUB-AWARDEE agrees to comply with all applicable Federal and state laws (including Ohio ethics laws), rules, regulations and accounting principles in the performance of this Agreement. All records relating to costs and work performed, and supporting documentation for invoices submitted, along with copies of all deliverables shall be retained and made available by the SUB-AWARDEE for audit or review by the State of Ohio (including, but not limited to the DEPARTMENT, the Ohio Ethics Commission, the Auditor of the State of Ohio, the Ohio Inspector General, other duly authorized State Officials, law enforcement officials) and other duly authorized agencies of the Federal government for a minimum of three years after submission of final financial and performance reports under this Agreement. DEPARTMENT reserves the right to require submission of such records if deemed necessary. If an audit or review is initiated during that time period, the SUB-AWARDEE shall retain such records until the audit or review is concluded and all issues are resolved. [ORC 9.23 *et seq.*; 2 CFR 215.26; 45 CFR 96.31; 45 CFR 92.26; OMB Circular A-133]
17. No SUB-AWARDEE, SUB-RECIPIENT, employee, agent or subcontractor will discriminate against any SUB-RECIPIENT, employee, agent or subcontractor based on race, religion, national origin, color, sex, sexual orientation, age, handicap/disability, genetic information or military status.
18. SUB-AWARDEE agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of SUB-AWARDEE meet child support obligations established under state law. Further, by executing this Agreement, SUB-AWARDEE certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to O.R.C. section 3121.03.
19. SUB-AWARDEE certifies that it will abide by Ohio's ethics laws as codified in O.R.C. Chapters 102 and 2921 as interpreted by the courts of the State and by the Opinions of the Ohio Ethics Commission.
20. SUB-AWARDEE certifies that its covered individuals, partners, shareholders, administrators, executors, trustees, owners, and their spouses, have not made any contributions in excess of

the amounts specified in applicable provisions of § 3517.13(I) and (J) of the Ohio Revised Code.

21. SUB-AWARDEE assures the DEPARTMENT that it is not subject to an "unresolved" finding for recovery under O.R.C. 9.24 and that should such a finding be made against the SUB-AWARDEE it will immediately notify the DEPARTMENT. If this assurance is found to be false the Agreement shall be void from its beginning and the SUB-AWARDEE shall immediately repay any funds received under it.
22. SUB-AWARDEE agrees to comply with all applicable state and federal laws regarding smoke-free and drug-free workplaces.
23. SUB-AWARDEE affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States. The Executive Order is provided as an attachment SUB-AWARDEE also affirms, understands and agrees to immediately notify DEPARTMENT of any change or shift in the location(s) of services performed by SUB-AWARDEE or its sub-awardees or subcontractors under this Agreement, and no services shall be changed or shifted to location(s) that are outside of the United States.

If SUB-AWARDEE or any of its sub-awardees or subcontractors performs services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. If SUB-AWARDEE or any of its sub-awardees or subcontractors perform such services, SUB-AWARDEE shall immediately return to DEPARTMENT all funds paid for those services. DEPARTMENT may also recover from SUB-AWARDEE all costs associated with any corrective action DEPARTMENT may undertake, including but not limited to an audit or a risk analysis, as a result of SUB-AWARDEE or any of its sub-awardees or subcontractors performing services outside of the United States.

DEPARTMENT may, at any time after the breach, terminate this Agreement, upon written notice to SUB-AWARDEE. DEPARTMENT may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with making the sub-award to a third party.

DEPARTMENT, in its sole discretion, may provide written notice to SUB-AWARDEE of a breach and permit the SUB-AWARDEE to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, DEPARTMENT may recover the additional costs associated with acquiring the substitute services.

Notwithstanding DEPARTMENT permitting a period of time to cure the breach or the SUB-AWARDEE's cure of the breach, DEPARTMENT does not waive any of its rights and remedies provided to DEPARTMENT under this Agreement including, but not limited to, recovery of funds paid or reimbursed for services SUB-AWARDEE or any of its sub-awardees or subcontractors performed outside of the United States or costs associated with corrective action.

SUB-AWARDEE will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of DEPARTMENT. Any

assignment or delegation not consented to may be deemed void by DEPARTMENT.

**Paragraphs 24-33 apply only to sub-awards funded, in whole or part, with federal funds:**

24. a) SUB-AWARDEE agrees to and makes the assurances of the Attachments 2 and 3, entitled "Certifications" and "Assurances".
- b) If a State of Ohio agency or instrumentality, SUB-AWARDEE agrees to and makes the assurances of Attachments 2 and 3 and acknowledges that the terms and conditions of this Agreement, including the Certifications and Assurances (Attachments 2 and 3), apply also to any other sub-award received from the DEPARTMENT during the term of this agreement.
- c) SUB-AWARDEE agrees to include Attachments 2 and 3 as required assurances in any sub-recipient award that includes federal funds. Sub-recipient awards that include any Block Grant funds must state the amount provided by the Block Grant and the amount provided by other sources. [OMB Guidance 0930-0168; 2 CFR 215.5; 45 CFR 96.10]
25. SUB-AWARDEE assures DEPARTMENT that it or its parent organization holds permanent 501(c) non-profit status, or is a general or special purpose government entity. [CFDA 93.958; 42 USC 300x-5(a); OMB Guidance 0930-0168] Check one:  
 Non-profit 501 (c) program       Government entity
26. SUB-AWARDEE receiving Community Mental Health Block Grant assures DEPARTMENT that it serves a community mental health purpose intended to fulfill one or more of the goals of the President's New Freedom Commission Final Report  
**<http://www.mentalhealthcommission.gov>** [OMB Guidance 0930-0168]
27. SUB-AWARDEE assures DEPARTMENT that its Board and its executives understand and agree that SUB-AWARDEE will:
- a) Comply with requirements for maintaining a financial management system that meets the requirements as set forth in 45 CFR 92.20, 45 CFR 96.30 and 45 CFR 74.21, as applicable;
- b) Maintain internal control over Federal programs that provides reasonable assurance that the SUB-AWARDEE is managing the sub-award in compliance with laws, regulations, and the provisions of this Agreements;
- c) Have the necessary processes and systems in place to comply with applicable reporting requirements of the Federal Funding Accountability and Transparency Act and will report information required under the act, as applicable; and
- d) Comply with laws, regulations, and the provisions of the agreements related to each of its Federal programs.
28. SUB-AWARDEES receiving federal funds must comply with provisions of 45 CFR Part 92, 45 CFR Part 96, 45 CFR Part 74 and OMB Circulars A-87, A-110, A-122 and A-133, as applicable to the type of SUB-AWARDEE.
29. SUB-AWARDEE agrees that it will not use any funds from any source to engage in any political activities in contravention of applicable provisions of federal law, including, but not limited to the "Simpson Amendment," 2 USC § 1611.
30. Restrictions on Lobbying:

- a) No part of any appropriation for this sub-award shall be used, other than for formal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before Congress, except in presentation to the Congress itself or to any State legislative body itself.
  - b) No part of any appropriation for this sub-award shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
31. None of the funds provided under this sub-award may be used to pay the salary of an individual at a rate in excess of Level I of the Executive Schedule for the federal government.
32. In accordance with the Federal Funding Accountability and Transparency Act of 2006 [P.L.109-282, as amended by § 6202(a) of P.L. 110-252] and implementing regulations at 2 CFR Part 170, the SUB-AWARDEE assures the DEPARTMENT that it has the necessary processes and systems in place to comply with applicable reporting requirements of the Federal Funding Accountability and Transparency Act and will report information required under the act, as applicable.
33. Trafficking in persons.
- a) Provisions applicable to a SUB-AWARDEE that is a private entity:
    - 1. You as the SUB-AWARDEE, your employees, SUB-RECIPIENTS under this sub-award, and SUB-RECIPIENTS' employees may not—
      - i. Engage in severe forms of trafficking in persons during the period of time that the sub-award is in effect;
      - ii. Procure a commercial sex act during the period of time that the sub-award is in effect; or
      - iii. Use forced labor in the performance of this sub-award or any lower tier sub-awards under this sub-award.
    - 2. DEPARTMENT may unilaterally terminate this sub-award, without penalty, if SUB-AWARDEE or a SUB-RECIPIENT that is a private entity —
      - i. Is determined by the DEPARTMENT to have violated a prohibition in paragraph 34.a.1 of this Agreement; or
      - ii. Has an employee who is determined by the DEPARTMENT to have violated a prohibition in paragraph 34.a.1 of this Agreement through conduct that is either—
        - A. Associated with performance under this sub-award; or
        - B. Imputed to SUB-AWARDEE or the SUB-RECIPIENT using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)."
  - b) Provisions applicable to a SUB-AWARDEE other than a private entity: DEPARTMENT may unilaterally terminate this sub-award, without penalty, if a SUB-RECIPIENT that is a private entity—
    - 1. Is determined by the DEPARTMENT to have violated an applicable prohibition in paragraph 34.a.1 of this Agreement; or

2. Has an employee who is determined by the DEPARTMENT to have violated an applicable prohibition in paragraph 34.a.1 of this Agreement through conduct that is either—

- i. Associated with performance under the sub-award; or
- ii. Imputed to the SUB-RECIPIENT using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)."

c) Provisions applicable to any SUB-AWARDEE:

1. SUB-AWARDEE must inform DEPARTMENT immediately of any information received from any source alleging a violation of a prohibition in paragraph 34.a.1 of this Agreement.
2. DEPARTMENT's right to terminate unilaterally that is described in paragraph 34.a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to DEPARTMENT under this award.
3. SUB-AWARDEE must include the requirements of paragraph 34.a.1 of this Agreement in any subaward made to a private entity.

d) Definitions . For purposes of this Agreement:

1. "Employee" means either:
  - i. An individual employed by SUB-AWARDEE or a SUB-RECIPIENT who is engaged in the performance of this sub-award; or
  - ii. Another person engaged in the performance of this sub-award who is not compensated by SUB-AWARDEE including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - ii. Includes:
    - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

34. The SUB-AWARDEE must use the designated electronic reporting form to submit reports and must meet the requirements specified in Application, NOSA or Inter-Agency Agreement. Reporting time periods and due dates will be listed in the NOSA or Inter-Agency Agreement. Reports shall be submitted to the person(s) indicated on the NOSA or Inter-Agency Agreement. Additionally, SUB-

AWARDEE agrees to submit all reports required by the DEPARTMENT as necessary to permit the DEPARTMENT to comply with any reporting requirements relating to funds received under the American Recovery and Reinvestment Act of 2009 [Pub. L. 111-5]. If reports are not submitted on time the DEPARTMENT may withhold current and future funds from the SUB-AWARDEE.

35. The term of this Agreement & Assurances shall be the longer of the applicable State Fiscal Biennium or the period of the sub-award. Notwithstanding anything in this Agreement to the contrary, SUB-AWARDEE acknowledges that the Ohio Legislature and the Controlling Board of Ohio (each a "Governing Authority") must approve the appropriation and release of funds in connection with DEPARTMENT spending authority for each state biennium. It is agreed that any and all obligations of funds under this Agreement extending beyond the current biennium are contingent upon the continuing availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding authority for the obligations that may be due under this Agreement, then all of SUB-AWARDEE's and DEPARTMENT's obligations under this Agreement, except those that by their nature or by designation survive termination, are terminated as of the date that the funding expires.

### Signature

The Executive Officer signing below is authorized to obligate the SUB-AWARDEE and he/she represents that he/she has reviewed and approved this AGREEMENT and ASSURANCES including all attachments on behalf of the SUB-AWARDEE.

### For the SUB-AWARDEE:

Type in Sub Awardee Name:

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Executive Officer or Authorized Signature	Date
--	------

Type in Executive Officer Name Below

Title

**ATTACHMENT INSTRUCTIONS**

If applicable, please SIGN and insert the following three Attachments:

State of Ohio agencies or instrumentalities that have executed and submitted to the DEPARTMENT a set of Certifications and Assurances current through this sub-award period do not need to execute or attach Attachments 2 and 3.

**Attachment 2** is the "Certifications" document - **Signature Required**

**Attachment 3** is the "Assurances – Non-Construction Programs" – **Signature Required**

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**CERTIFICATIONS: Attachment 2**

**1. Certification Regarding Debarment and Suspension**

The undersigned (authorized official signing for the applicant organization) certifies to be best of his or her knowledge and belief, that the applicant, defined as a lower tier organization in accordance with 45 CFR Part 76, and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should

be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with its sub-SUB-GRANTEE and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

**2. Certification Regarding Drug-Free Workplace Requirements**

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-AWARDEE's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
  - (1) The dangers of drug abuse in the workplace;
  - (2) The SUB-AWARDEE's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;

- (d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will—
- (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted—
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designed the following central point for receipt of such notices:

Division of Grants Policy and Oversight  
Office of Management and Acquisition  
Department of Health and Human Services  
Room 517-D  
200 Independence Avenue, SW  
Washington, DC 20201

### **3. Certification Regarding Lobbying**

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence," sets forth requirements regarding disclosure of lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his/her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

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

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

**4. Certification Regarding Program Fraud Civil Remedies Act (PFCRA)**

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties.

The undersigned agrees that the applicant organization will comply with the terms and conditions of this award.

**1. Certification Regarding Environmental Tobacco Services**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early

childhood development services, 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, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/SUB-AWARDEE (for grants certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The federal awarding agency strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

**2. ASSURANCES — NON-  
CONSTRUCTION PROGRAMS  
Attachment 3**

**Note:** *Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.*

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal, gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L.92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970- (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of federal, state and local government employees whose principal employment activities are

- funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.
  10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
  11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. Seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§ 7401 et. Seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
  12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et. Seq.)
  13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et. seq.).
  14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
  15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et. seq.) Pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
  16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4831 (b) et. seq.) Which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
  17. Will comply with the Single Audit Act of 1984, as amended, and OMB Circular A-133. SUB-AWARDEES must submit to DEPARTMENT the communications specified in OMB Circular A-133 §.320(e) within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. DEPARTMENT reserves the right to require SUB-AWARDEE's submission of copies of the audit reporting package described in OMB Circular A-133 §.320(c) and any management letters issued by the auditor, in accordance with OMB Circular A-133 §.320(f).
  18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

**List of Additional SUB-AWARDEE Attachments**

List below any other documents attached by the SUB-AWARDEE or its SUB-RECIPIENT (if any). Next to each item listed please NOTE Proposal and/or AGREEMENT and ASSURANCES item to which they refer. Attach those documents behind this Attachment 4 list.

**Attachment 4:** Copy of the liability insurance policy(s), bond coverage or other evidence regarding the assurances set forth in paragraph 8.

**Attachment 4:** Copy of the most recent audit.

**Attachment 4:** Program Specific Agreement and Assurances

**Attachment 4:**

**Attachment 4:**

**Attachment 4:**