

FY16 GRANT CONDITIONS AND ASSURANCES

These General Conditions and Grant Assurances do not need to be signed and returned by applicants in the SFY 2016-2017 Request for Applications (RFA). The intent of providing this sample document is to inform applicants about the basic tenets they will be required to follow if a grant award is made. It is possible that some revisions may be made before the start of the SFY 2016 grant year. Also, note that a modified version has been developed for grantees from the University System.

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Grantee is an independent entity.
2. The Grantee shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter called for in this Agreement.
3. The Department or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Grantee from its obligations under this Agreement.

The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Grantee.

4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Attachment A may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Grantee under this Agreement shall, at the option of the Department, become the property of the Department, and the grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Department may also suspend or terminate this Agreement, in whole or in part, if the Grantee materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Grantee ineligible for any further participation in the Department's Grant Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Grantee is in noncompliance with any applicable rules or regulations, the Department may withhold funding as outlined in the current Grant Instructions and Requirements.

Department of Health and Human Services, Director's Office
Grants Management Unit
(Effective July 1, 2015 through June 30, 2016)

Grant Assurances

A signature below indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. **Compliance with Title 2 of the Code of Federal Regulations and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year.**
8. Certification that neither the grantee nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).
9. No funding associated with this grant will be used for lobbying.
10. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
11. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
12. Compliance with Grant Instructions and Requirements from the Grants Management Unit. (Online: http://dhhs.nv.gov/uploadedFiles/dhhsnv.gov/content/Programs/Grants/Reports/GIRS_FY15.pdf)

Name of Organization

Signature of Authorized Representative

Date

Name and Title (typed)

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Lobbying

- An organization receiving grant funds through the Grants Management Unit of the Nevada Department of Health and Human Services shall not use grant funds for any activity related to the following.
 1. Any attempt to influence the outcome of any Federal, State or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
 2. Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
 3. Any attempt to influence:
 - (a) The introduction or formulation of Federal, State or local legislation; or
 - (b) The enactment or modification of any pending Federal, State or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 4. Any attempt to influence the introduction, formulation, modification or enactment of a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity.
 5. Any attempt to influence:
 - (a) The introduction or formulation of Federal, State or local legislation;
 - (b) The enactment or modification of any pending Federal, State or local legislation; or
 - (c) The introduction, formulation, modification or enactment of a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 6. Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
 7. Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.

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- An organization receiving grant funds through the Grants Management Unit of the Nevada Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
 1. Made in a speech, article, publication or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 2. Not specifically directed at:
 - (a) Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - (b) Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - (c) Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a grantee or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the Department of Health and Human Services Grants Management Advisory Committee.