



Attachment 3 - Federal Certifications and Assurances

THE FOLLOWING CERTIFICATIONS AND ASSURANCES ARE MADE AND VERIFIED BY THE SIGNATURE OF THE OFFICIAL SIGNING FOR THE CONTRACTOR ON THE SIGNATURE PAGE OF THIS CONTRACT.

THE CONTRACTOR AGREES TO REQUIRE THAT THE LANGUAGE OF THESE CERTIFICATIONS AND ASSURANCES BE INCLUDED IN ALL LOWER TIER COVERED TRANSACTIONS AND IN ALL SOLICITATIONS FOR LOWER TIER COVERED TRANSACTIONS.

1. Acknowledgement of Federal Funding Pursuant to Public Law 115-31

- a. If the Contractor is a grantee receiving Federal Funds, or recipient of Federal research grants, the Contractor certifies that it will provide the following notice 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:—
- b. The percentage of the total costs of the program or project which will be financed with Federal money;
- c. The dollar amount of Federal funds for the project or program; and
- d. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

2. Assurance of Compliance with Federal Nondiscrimination Laws

- a. The Contractor provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance. The Contractor hereby agrees that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- b. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin;
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.), which prohibits discrimination on the basis of sex;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, which prohibits discrimination on the basis of age;
- f. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made.

3. Audit Certification Requirements for Department of Health and Human Services

a. Payment Request Certification.

- (1) To ensure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved budgets, the vouchers requesting payment under this Contract must include a signed certification by the Contractor that says the following:

- (a) By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to

criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

b. Cost Allocation Plan or Indirect Cost Rate Certification and Compliance

- (1) A proposal by the Contractor to establish a cost allocation plan or an indirect Facilities and Administration (F & A) cost rate, whether submitted to a Federal cognizant agency for indirect costs or maintained on file by DCYF, must be certified by the Contractor using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in the Appendices to 45 C.F.R. Part 75: Appendices III through VII, and Appendix IX. The certificate must be signed on behalf of the Contractor by an individual at a level no lower than the Contractor's vice president or chief financial officer.
- (2) Unless the Contractor has elected the option under [45 C.F.R. § 75.414\(f\)](#), the Federal Government may either disallow all indirect F & A costs or unilaterally establish such a plan or rate when the Contractor fails to submit a certified proposal for establishing such a plan or rate in accordance with the requirements. Such a plan or rate may be based upon audited historical data or such other data that have been furnished to the cognizant agency for indirect costs and for which it can be demonstrated that all unallowable costs have been excluded. When a cost allocation plan or indirect cost rate is unilaterally established by the Federal Government because the Contractor failed to submit a certified proposal, the plan or rate established will be set to ensure that potentially unallowable costs will not be reimbursed.

c. Non-profit Organization Certification

- (1) If the Contractor is a non-profit organization, but does not qualify as a Major Non-profit Organization, the Contractor must provide a certification that it does not meet the definition of a Major Non-profit Organization as defined in 2 C.F.R. § 200.414.

d. Lobbying Certification

- (1) The Contractor must submit as a part of its annual indirect F & A cost rate proposal a certification that the Contractor is in compliance with the requirements and standards contained in 45 C.F.R. § 75.450.

e. Definitions

- (1) As used throughout this Contract, the following terms shall have the meanings set forth below:
- (2) "Central service cost allocation plan" means the documentation identifying, accumulating, and allocating or developing billing rates based on the allowable costs of services provided by a state, local government, or Indian tribe on a centralized basis to its departments and agencies. The costs of these services may be allocated or billed to users.
- (3) "Cost allocation plan" means central service cost allocation plan or public assistance cost allocation plan
- (4) "Indirect Administration Cost Rate" means general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable).
- (5) "Indirect Facilities Cost Rate" means depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses.
- (6) "Major Non-profit Organization" means a non-profit organization that receives more than \$10 million dollars in direct federal funding.

4. Award Term for Trafficking in Persons

- a. This award is subject to the requirements of [2 C.F.R. § 175.15](#) (CHAPTER I—OFFICE OF MANAGEMENT AND BUDGET GOVERNMENTWIDE GUIDANCE FOR GRANTS AND AGREEMENTS). If all or part of the funding for this Contract is in the form of a Federal grant or cooperative agreement, the Contractor agrees to the award terms and conditions as described below:
 - "I. Trafficking in persons.
- b. Provisions applicable to a recipient that is a private entity.
 - (1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - (a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (b) Procure a commercial sex act during the period of time that the award is in effect; or

- (c) Use forced labor in the performance of the award or subawards under the award.
 - i. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
- (d) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- (e) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient 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),” as implemented by [the Department of Health and Human Services] at 2 CFR part [376]
- (2) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - (a) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - (b) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient 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),” as implemented by [the Department of Health and Human Services] at 2 CFR part [376].
- (3) Provisions applicable to any recipient.
 - (a) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - (b) Our right to terminate unilaterally that is described in paragraph 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 us under this award.
 - (c) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- c. Definitions. For purposes of this award term:
 - (1) “Employee” means either:
 - (a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (b) Another person engaged in the performance of the project or program under this award and not compensated by you 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”:
 - (a) 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.
 - (b) Includes:
 - i. 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).
 - ii. 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).”

For the full text of the award term, go to: (<http://www.ecfr.gov>). The use of Federal funds from this award constitutes the Contractor’s acceptance of these terms and conditions.

5. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352; 45 C.F.R. Part 93)

- a. The Contractor certifies, to the best of the Contractor's knowledge and belief, that:
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of a federal agency, a Member of Congress, 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.
 - (2) 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," (<http://www.gsa.gov/portal/forms/download/116430>) in accordance with its instructions.
 - (3) The Contractor understands and agrees that this Anti-Lobbying certification is a material representation of fact upon which reliance by the Department of Children, Youth, and Families (DCYF) 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. Code. 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.
- b. Statement for Loan Guarantees and Loan Insurance. The Contractor certifies, to the best of the Contractor's knowledge and belief, that if any 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 commitment providing for the United States to insure or guarantee a loan, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Certification Regarding Debarment, Suspension, and Ineligibility

- a. If federal funds are the basis for this Contract the Contractor, by signature to this Contract, certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. The Contractor further certifies that they will ensure that potential subcontractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a nonprocurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to subrecipients for any amount. The Contractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" provided on-line by the General Services Administration.
- b. The Contractor shall immediately notify DCYF if during the term of this Contract, the Contractor or the Contractor's sub-contractor(s) becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions. DCYF may immediately terminate this Contract by providing Contractor Notice if the Contractor, or the Contractor's Subcontractor(s), becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions during the Period of Performance (Section 4, page 3).

7. Certification Regarding Drug-Free Workplace Requirements

- a. The Contractor certifies that it will, or will continue, to provide a drug-free workplace by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or

use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- b. The Contractor certifies that it will, or will continue, to provide a drug-free workplace by establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations;
- c. The Contractor certifies that it will, or will continue, to provide a drug-free workplace by 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 7.a;
- d. The Contractor certifies that it will, or will continue, to provide a drug-free workplace by notifying the employee in the statement required by Paragraph 7.a 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. **Written Agency Notification within Ten Calendar Days after Receiving Notice under Paragraph 7.d.(2) from an Employee, or Otherwise Receiving Actual Notice of such Conviction.**
 - (1) After the Contractor receives the notice required under Section 7.d.(2), the Contractor certifies that it will, or will continue, to provide a drug-free workplace by providing notice of the conviction, including position title, to the Department of Children, Youth, and Families, unless the United States Department of Health and Human Services has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f. The Contractor certifies that it will, or will continue, to provide a drug-free workplace by taking one of the following actions, within 30 calendar days of receiving notice under Paragraph 7.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. The Contractor certifies that it will, or will continue, to provide a drug-free workplace by making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 7.a, 7.b, 7.c, 7.d, 7.e and 7.f..

8. Covenant Against Contingent Fees

- a. The Contractor represents and warrants that no person, agency, or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a Contingent fee, excepting bona fide employees or a bona fide agency maintained by the Contractor for securing business. For breach or violation of this warranty, DCYF shall have the right to annul this contract without liability or to deduct from the contract price or consideration, or otherwise recover, the full amount of such Contingent fee.
- b. Bona fide agency, as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

- c. Bona fide employee, as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
- d. Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- e. Improper influence, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

9. Crime Control Act – Reporting of Child Abuse

- a. Public Law 101-647 (42 U.S.C. 20341), also known as the Crime Control Act of 1990 (Crime Control Act), imposes responsibilities on certain individuals who, while engaged in a professional capacity or activity, as defined in the Crime Control Act, on Federal land or in a federally-operated (or contracted) facility, learn of facts that give the individual reason to suspect that a child has suffered an incident of child abuse.
- b. The Crime Control Act designates “covered professionals” as those persons engaged in professions and activities in eight different categories including, but not limited to, teachers, social workers, physicians, dentists, medical residents or interns, hospital personnel and administrators, nurses, health care practitioners, chiropractors, osteopaths, pharmacists, optometrists, podiatrists, emergency medical technicians, ambulance drivers, alcohol or drug treatment personnel, psychologists, psychiatrists, mental health professionals, child care workers and administrators, and commercial film and photo processors. The Crime Control Act defines the term “child abuse” as the physical or mental injury, sexual abuse or exploitation, or negligent treatment of a child.
- c. Accordingly, any person engaged in a covered profession or activity under an HHS contract or subcontract, regardless of the purpose of the contract or subcontract, shall immediately report a suspected child abuse incident in accordance with the provisions of the Crime Control Act. If a child is suspected of being harmed, the appropriate State Child Abuse Hotline, local child protective services (CPS), or law enforcement agency shall be contacted. For more information about where and how to file a report, the Childhelp USA, National Child Abuse Hotline (1-800-4-A-CHILD) shall be called. Any covered professional failing to make a timely report of such incident shall be guilty of a Class B misdemeanor.
- d. By acceptance of this Contract or order, the Contractor agrees to comply with the requirements of the Crime Control Act. The Crime Control Act also applies to all applicable subcontracts awarded under this Contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Crime Control Act.

10. Limited English Proficiency (Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons) ([Executive Order 13166](#), August 11, 2000)

- a. E
Executive Order 13166 requires recipients of Federal financial assistance to take steps to insure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for accurate and effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at:
- b. <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html>.

11. Pro-Children Act (January 2006) Certification Regarding Environmental Tobacco Smoke

- a. The Pro-Children Act , 20 U.S.C. § 7973, imposes restrictions on smoking in facilities where certain Federally funded children's services are provided. The Pro-Children Act prohibits smoking within any indoor facility (or portion thereof), whether owned, leased, or contracted for, that is used for the routine or regular provision of (i) kindergarten, elementary, or secondary education or library services or (ii) health, day care services, or early childhood education programs. The statutory prohibition also applies to indoor facilities that are constructed, operated, or maintained with Federal funds.

- b. By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Pro-Children Act. The Pro-Children Act also applies to all subcontracts awarded under this contract for the specified children's services. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understand, and comply with the provisions of the Pro-Children Act. Failure to comply with the Pro-Children Act may result in the imposition of a civil monetary penalty in an amount not to exceed \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. Each day a violation continues constitutes a separate violation.

12. Prohibition of Text Messaging and Emailing While Driving During Official Federal Grant Business

- a. Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under [Executive Order 13513](#), "Federal Leadership On reducing Text Messaging While Driving," October 1, 2009.

13. Purchase of American-Made Equipment and Products

- a. 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 provision is applicable to this grant award:
 - (1) 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." See Public Law 103-333 § 507.

14. Single Audit Requirements

- a. **Subrecipient of Federal Award.** If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) 2 Code of Federal Regulations (C.F.R.) § 200, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance (CFDA) Numbers. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DCYD, and the Washington State Auditor's Office. The Contractor shall incorporate OMB 2 C.F.R. § 200 audit requirements into all contracts between the Contractor and its Subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB 2 C.F.R. § 200 and any successor or replacement Circular or regulation.
- b. **Expends \$750,000 or More in Federal Awards.** If the Contractor expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year ending after December 26, 2014, the Contractor shall procure and pay for a single or program specific audit for that year. Upon completion of each audit, the Contractor shall submit to DCYF's Contract Manager the data collection form and reporting package specified in OMB 2 C.F.R. § 200, and any reports required by the program-specific audit guide (if applicable).
- c. **Exemption when Federal awards expended are less than \$750,000.** A non- Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR § 200.503, but records must be available for review or audit by appropriate officials of the Federal agency, DCYF, and Government Accountability Office (GAO).
- d. **Program-specific audit election.** When an auditee expends Federal awards under only one Federal program (excluding Research & Development), and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 2 C.F.R. § 200.507. A program-specific audit may not be elected for Research & Development unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

15. Audit Report Submission

- a. **Single Audit Deadline.** Pursuant to 2 C.F.R. § 200.512 the single-audit must be completed, and the data collection form and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day. Unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information.
- b. **Program Specific Audit Deadline.** Pursuant to 2 C.F.R. § 200.507 the program-specific audit must be completed and the reporting submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by Federal law or regulation, the auditee must make report copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information.

16. Whistleblower Protections for Contractor Employees (48 C.F.R. 3.908)

- a. The Contractor is hereby given notice that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239, Div. A, Title VIII, § 828) and FAR 3.908 (48 C.F.R. § 3.908).
- b. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in 48 C.F.R. § 3.908 of the Federal Acquisition Regulation.
- c. The Contractor certifies that it will provide the following notice to its employees in the employees' predominant native language.
 - (1) An employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to any of the entities listed in Paragraph 15.c.(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.
 - (2) Entities to Whom Disclosure May be Made. The information described in Paragraph 15.c.(1) may be disclosed to the entities described in this paragraph by an employee of the Contractor, subcontractor or grantee.
 - (a) A Member of Congress or a representative of a committee of Congress.
 - (b) An Inspector General.
 - (c) The Government Accountability Office.
 - (d) A Federal employee responsible for contract or grant oversight or management at the relevant agency.
 - (e) An authorized official of the Department of Justice or other law enforcement agency.
 - (f) A court or grand jury.
- (g) A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.