Virginia Foundation for Healthy Youth
BEST VALUE REQUEST FOR APPLICATIONS # 852P026
TERMS AND CONDITIONS

Reviewed and updated September 17, 2026

I. GENERAL TERMS AND CONDITIONS

A.	**PUBLIC PURPOSE:** As utilized throughout the General and Special Terms and Conditions document, the term Grant Award shall mean funds awarded to a Grantee via a contract from the Virginia Foundation for Health Youth (VFH)Y that supports or stimulates the accomplishment of VFHY's public purpose to: discourage, eliminate, and prevent the use of tobacco products by minors, present substance use by youth and reduce childhood obesity in the Commonwealth.
B.	**APPLICABLE LAWS AND COURTS:** This request for grant applications and any resulting Grant Award and contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit court of the City of Richmond, Virginia. The Virginia Foundation for Healthy Youth (VFHY) and the Grantee are encouraged to resolve any issues in controversy arising from the award of the grant or any contractual dispute using Alternative Dispute Resolution (ADR) procedures pursuant to *Code of Virginia* § 2.2-4366. The Grantee shall comply with all applicable federal, state and local laws, rules and regulations.
C.	**ANTI-DISCRIMINATION:** By submitting their Grant Proposals, potential grantees certify to the Virginia Foundation for Healthy Youth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA).* If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Grant Award on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E). In every Grant Award over $10,000 the provisions in 1. and 2. below apply:

	1. During the performance of this Grant Award, the Grantee agrees as follows: a. The Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Grantee. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. b. The Grantee, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, will state that such Grantee is an equal opportunity employer. c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. e. The requirements of these provisions 1. and 2. are a material part of the Grant Award. If the Grantee violates one of these provisions, the Commonwealth may terminate the affected part of this Grant Award for breach, or at its option, the whole Grant Award. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific Grant Award is terminated. f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the Grantee, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this Grant Award. 2. The Grantee will include the provisions of 1. above in every subgrant or purchase order over $10,000, so that the provisions will be binding upon each subgrantee or vendor.
D.	**ETHICS IN PUBLIC GRANT AWARDS:** By applying to this grant solicitation, possible Grantees certify that their Grant proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any possible Grantee, supplier, manufacturer or subgrantee in connection with their Grant proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or

	anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
E.	**IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written Grant Award with the Virginia Foundation for Healthy Youth, the Grantee certifies that the Grantee does not, and shall not during the performance of the Grant Award for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
F.	**DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia or the Virginia Foundation for Healthy Youth from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia or the Virginia Foundation for Healthy Youth. If a Grantee or vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
G.	**BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, Grant Proposals shall state prices in US dollars.
H.	**ANTITRUST:** By entering into a Grant Award, the Grantee conveys, sells, assigns, and transfers to the Virginia Foundation for Healthy Youth all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Virginia Foundation for Healthy Youth under said Grant Award.
I.	**CLARIFICATION OF TERMS:** If any possible Grantee has questions about the specifications or other solicitation documents, the possible Grantee should contact the Virginia Foundation for Healthy Youth no later than five working days before the due date. Any revisions to the Grant solicitation will be made only by addendum issued by VFHY.
J.	**PAYMENT: For Commonwealth of Virginia governmental entities subject to the VPPA, including public universities, the VPPA provisions noted in "Article 4. Prompt Payment" shall apply. For all other Grantees, the following shall apply:** 1. To Prime Grantee: a. Invoices for items ordered, delivered and accepted shall be submitted by the Grantee directly to the payment address shown on the purchase order/Grant

Award. All invoices shall show the Grant Award number and/or purchase order number; social security number (for individual Grantees) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of the offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

d. **Unreasonable Charges**. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Grantees should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia,* § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the Grantee of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia,* § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia,* § 2.2-4363).

2. To Subgrantees:
   a. A Grantee awarded a Grant Award under this solicitation is hereby obligated:

      (1) To pay the Subgrantee (s) within seven (7) days of the Grantee's receipt of payment from the Virginia Foundation for Healthy Youth for the proportionate share of the payment received for work performed by the Subgrantee(s) under the Grant Award; or

      (2) To notify the Virginia Foundation for Healthy Youth and the Subgrantee(s), in writing, of the Grantee's intention to withhold payment and the reason.

   b. The Grantee is obligated to pay the Subgrantee(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Grant Award) on all amounts owed by the Grantee that remain unpaid seven (7) days following receipt of payment from the Virginia Foundation for Healthy Youth, except for amounts withheld as stated in (2) above. The date of

	mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each Subgrantee performing under the primary Grant Award. A Grantee's obligation to pay an interest charge to a Subgrantee may not be construed to be an obligation of the Virginia Foundation for Healthy Youth.
K.	**PRECEDENCE OF TERMS:** All of the above General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
L.	**QUALIFICATIONS OF GRANTEES:** The Virginia Foundation for Healthy Youth may make such reasonable investigations as deemed proper and necessary to determine the ability of the possible Grantee to perform the services/furnish the goods and the possible Grantee shall furnish to the Virginia Foundation for Healthy Youth all such information and data for this purpose as may be requested. The Virginia Foundation for Healthy Youth reserves the right to inspect the possible Grantee's physical facilities prior to award to satisfy questions regarding the possible Grantee's capabilities. The Virginia Foundation for Healthy Youth further reserves the right to reject any Grant proposal if the evidence submitted by, or investigations of, such possible Grantee is properly qualified to carry out the obligations of the Grant Award and to provide the services and/or furnish the goods contemplated therein.
M.	**TESTING AND INSPECTION:** The Virginia Foundation for Healthy Youth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
N.	**ASSIGNMENT OF GRANT AWARD:** A Grant Award shall not be assignable by the Grantee in whole or in part without the written consent of the Virginia Foundation for Healthy Youth.
O.	**CHANGES TO THE GRANT AWARD:** No fixed-price public contract funded by a Grant Award may be increased by more than 25% of the amount of the Grant Award or $50,000, whichever is greater, without advanced written approval by the VFHY Board of Trustees. In no event may the amount of any contract, without adequate consideration, be increased for any purpose in accordance with § 2.2-4309 of the Code of Virginia. Changes can be made to the Grant Award during performance, in any of the following ways: 1. The parties may agree in writing to modify the terms, conditions, or scope of the Grant Award. Any additional goods or services to be provided shall be of a sort that is ancillary to the Grant Award goods or services, or within the same broad product or service categories as were included in the Grant Award. Any increase

	or decrease in the price of the Grant Award resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Grant Award. 2. The Virginia Foundation for Healthy Youth may order changes within the general scope of the Grant Award at any time by written notice to the Grantee. Changes within the scope of the Grant Award include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Grantee shall comply with the notice upon receipt. The Grantee shall be compensated for any additional costs incurred as the result of such order and shall give the Virginia Foundation for Healthy Youth a credit for any savings. Said compensation shall be determined by one of the following methods: a. By mutual agreement between the parties in writing; or b. By agreeing upon a unit price or using a unit price set forth in the Grant Award, if the work to be done can be expressed in units, and the Grantee accounts for the number of units of work performed, subject to the VFHY's right to audit the Grantee's records and/or to determine the correct number of units independently; or c. By ordering the Grantee to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Grant Award. The same markup shall be used for determining a decrease in price as the result of savings realized. The Grantee shall present the Virginia Foundation for Healthy Youth with all vouchers and records of expenses incurred and savings realized. The Virginia Foundation for Healthy Youth shall have the right to audit the records of the Grantee as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Virginia Foundation for Healthy Youth within thirty (30) days from receipt of the written order from the Virginia Foundation for Healthy Youth. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Grant Award price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Grant Award or, if there is none, in accordance with the disputes provision of the VPPA. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Grant Award shall excuse the Grantee from promptly complying with the changes ordered by the Virginia Foundation for Healthy Youth or with the performance of the Grant Award generally.
P.	**CANCELLATION OF GRANT AWARD:** The Virginia Foundation for Healthy Youth reserves the right to cancel and terminate any resulting Grant Award, in part, or in whole,

	without penalty, upon 60 days written notice to the Grantee. In the event the initial Grant Award period is for more than 12 months, the resulting Grant Award may be terminated by either party, without penalty, after the initial 12 months of the Grant Award period upon 60 days written notice to the other party. Any Grant Award cancellation notice shall not relieve the Grantee of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
Q.	**DEFAULT:** In case of failure to deliver goods or services in accordance with the Grant Award terms and conditions, the Virginia Foundation for Healthy Youth, after due oral or written notice, may procure them from other sources and hold the Grantee responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Virginia Foundation for Healthy Youth may have.
R.	**TAXES:** Sales to the Virginia Foundation for Healthy Youth are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Grant Award shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K. If sales or deliveries against the Grant Award are not exempt, the Grantee shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the Grantee from offering a tax-included price.
S.	**INSURANCE:** By signing and submitting a Grant proposal, the possible Grantee certifies that if awarded the Grant, it will have the following insurance coverage at the time the Grant is awarded. The possible Grantee further certifies that the Grantee and any Subgrantees will maintain these insurance coverage during the entire term of the Grant Award and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. INSURANCE COVERAGES AND LIMITS REQUIRED: 1. Worker's Compensation - Statutory requirements and benefits 2. Employers Liability - $100,000 3. Commercial General Liability - $1,000,000 per occurrence and $2,000,000 in the aggregate. The Virginia Foundation for Healthy Youth is to be named as an additional insured with respect to the services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability, Professional Liability Insurance and Personal Injury Liability. 4. Automobile Liability - $1,000,000

	NOTE: The INSURANCE clause above does not apply to Commonwealth of Virginia governmental entities including public universities that are self-insured. The Grantee shall provide copies of certificates of insurance upon request from VFHY.
T.	**ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a Grant as a result of the Grant application, the Virginia Foundation for Healthy Youth will publicly post such notice at the entrance to the offices of the Virginia Foundation for Healthy Youth, on the website of the Virginia Foundation for Healthy Youth and in eVA (eva.virginia.gov) for a minimum of 10 days. The Virginia Foundation for Healthy Youth reserves the right to reject any or all grant proposals, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of VFHY to be in its best interest.
U.	**DRUG-FREE WORKPLACE:** Applicable for all Grant Awards over $10,000: During the performance of this Grant Award, the Grantee agrees to (i) provide a drugfree workplace for the Grantee's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Grantee that the Grantee maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subgrant or purchase order of over $10,000, so that the provisions will be binding upon each subgrantee or vendor. For the purposes of this section, "*drug-free workplace"* means a site for the performance of work done in connection with a specific Grant Award awarded to a Grantee, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Grant Award.
V.	**NONDISCRIMINATION OF GRANTEES:** A Grantee shall not be discriminated against in the Grant Award because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific Grant Award is not in its best interest. If the award of this Grant Award is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Grant Award objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of

	time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
W.	**eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, GRANT AWARDS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All possible Grantees and/or vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All possible Grantees must register in eVA; failure to register will result in the Grant proposal being rejected.
X.	**AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that VFHY shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Grant Award.
Y.	**AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A Grantee organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a Grant Award with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Grant Award. A public body may void any Grant Award with a business entity if the business entity fails to remain in compliance with the provisions of this section.
Z.	**GRANTEE/SUBGRANTEE PARTICIPATION IN E-VERIFY:** In compliance with *Code of Virginia* § 2.2-4308.2, registration and use of federal employment eligibility verification program is required as set forth below: A. For purposes of this section, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, § 403(a), as amended, operated by the U.S. Department of Homeland Security, or a successor work authorization program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). B. Any employer with more than an average of 50 employees for the previous 12 months entering into a Grant Award in excess of $50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such Grant Award

	shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public Grant Award. C. Any such employer who fails to comply with the provisions of subsection B shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program.

II. SPECIAL TERMS AND CONDITIONS

A.	**POLICY REQUIREMENT:** The Grantee certifies that it will comply with Section 32.1-361 of the Code of Virginia that requires offerors to establish and maintain policies restricting or preventing tobacco use by minors. The Grantee expressly acknowledges that Virginia law requires the establishment and maintenance of such policies by the Grantee as a condition precedent to the release or payment of any money from the Virginia Tobacco Settlement Fund to the Grantee under this Grant Award.
B.	**MISSION ALIGNMENT:** The Grantee's primary mission, the primary mission of collaborating agencies, and/or the primary mission of other agencies funding a portion of the proposed Grant Award do not conflict with VFHY's mission which is "to empower Virginia's youth to make healthy choices by reducing and preventing youth tobacco and nicotine use, substance use, and childhood obesity."
C.	**PHOTOGRAPHY RELEASE:** The Grantee will obtain any and all parental permission to work with youth, using methods set forth in the policy of its respective agency or that of a collaborating organization. This includes obtaining all necessary releases for photographic images of program participants.
D.	**ADVERTISING:** In the event a grant is awarded for supplies, equipment, or services resulting from this grant proposal, no indication of such sales or services to the Virginia Foundation for Healthy Youth will be used in product literature or advertising. The Grantee shall not state in any of the advertising or product literature that the Virginia Foundation for Healthy Youth has purchased or uses its products or services without prior written approval from Virginia Foundation for Healthy Youth.
E.	**AUDIT:** The Grantee hereby agrees to retain all books, records, and other documents relative to this Grant Award for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. VFHY, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

F.	**FORCE MAJEURE:** Neither party hereto will be liable for defaults or delays (other than the non-payment of Charges) due to Acts of God, or the public enemy, acts or demands of any government or governmental agency, fires, floods, accidents, pandemics, epidemics, declaration that the country or the Commonwealth is under a state of emergency, or other unforeseeable causes beyond its control and not due to its fault or negligence.
G.	**SPECIAL OR PROMOTIONAL DISCOUNTS:** The Grantee shall extend any special promotional sales prices or discounts immediately to the Virginia Foundation for Healthy Youth during the term of the Grant Award. Such notices shall also advise the duration of the specific sale or discount price.
H.	**INDEMNIFICATION:** Grantee agrees to indemnify, defend and hold harmless the Virginia Foundation for Healthy Youth, its officers, agents and employees from any claims, damages, and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Grantee /any services of any kind or nature furnished by the Grantee, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Grantee on the materials, goods or equipment delivered. **NOTE: The INDEMNIFICATION clause above does not apply to Commonwealth of Virginia governmental entities including public universities.**
I.	**OWNERSHIP OF PRINTING MATERIALS:** All artwork, camera ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of Virginia Foundation for Healthy Youth (VFHY). Any furnished materials shall remain the property of VFHY. All such items and materials shall be delivered to VFHY in usable condition after the completion of the work if requested, and prior to submission of the invoice for payment.
J.	**OWNERSHIP OF INTELLECTUAL PROPERTY/PRESENTATION:** All copyright and patent rights and all other intellectual property rights developed specifically for Virginia Foundation for Healthy Youth including but not limited to all reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Award shall become the sole property of the Commonwealth. On request, the Grantee shall promptly provide an acknowledgement or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the Grant Award. Grantee also agrees that if awarded a Grant Award and it enters into any agreement with other parties in order to perform any part of the work required under this Grant Award, Grantee shall include the ownership of intellectual property/presentation clauses

	listed above in all of this subgrants and shall also require all sub-tier agreements to include the intellectual property/presentation clauses listed above, thereby obligating acknowledgement by subgrantee of the Commonwealth's property rights in all work performed under the Grant Award and requiring subgrantees to provide assignments evidencing the Commonwealth's ownership.
K.	**PRIME GRANTEE RESPONSIBILITIES:** The Grantee shall be responsible for completely supervising and directing the work under this Grant Award and all subgrantees that he may utilize, using his best skill and attention. Subgrantees who perform work under this Grant Award shall be responsible to the prime Grantee. The Grantee agrees that he is as fully responsible for the acts and omissions of his subgrantee and of persons employed by them as he is for the acts and omissions of his own employees.
L.	**SUBGRANTS:** No portion of the work shall be sub granted/ subcontracted without prior written consent of the VFHY. In the event that the Grantee desires to subgrant/ subcontract some part of the work specified herein, the Grantee shall furnish the purchasing agency the names, qualifications and experience of their proposed subgrantees. The Grantee shall, however, remain fully liable and responsible for the work to be done by its subgrantees(s) and shall assure compliance with all requirements of the Grant Award.