

By acceptance of this award, Subgrantee agrees to comply with the terms and conditions detailed below. Subgrantee will directly administer the project or program being supported by the Children’s Justice Act and agrees that no grant funds shall be used in any way other than as specifically set forth in this Agreement and the final proposal, budget, and related documents.

This grant is supported by Federal funds and is subject to the following terms, conditions and provisions:

## **PROGRAM STANDARDS**

1. The provisions of Section 107 of the Child Abuse Prevention and Treatment Act and the Victims of Crime Act of 1984, as amended.

## **ADMINISTRATIVE REQUIREMENTS**

2. This grant program is governed by the following regulations

<b>45 CFR Part 16</b>	Procedures of the Departmental Grant Appeals Board;
<b>45 CFR Part 30</b>	Claims Collections;
<b>2 CFR Part 376</b>	Nonprocurement Debarment and Suspension
<b>2 CFR Part 382</b>	Requirements for a Drug-Free Workplace
<b>45 CFR Part 80</b>	Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title IV of the Civil Rights Act of 1964;
<b>45 CFR Part 81</b>	Practice and Procedures for Hearings Under Part 80 of this Title;
<b>45 CFR Part 82</b>	Government wide Requirements for Drug-Free Workplace
<b>45 CFR Part 84</b>	Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
<b>45 CFR Part 86</b>	Nondiscrimination on the Basis of Sex in Education Program and Activities Receiving or Benefiting from Federal Financial Assistance;
<b>45 CFR Part 87</b>	Equal Treatment for Faith-Based Organizations;
<b>45 CFR Part 91</b>	Nondiscrimination on the Basis of Age in Health and Human Services Programs or Activities Receiving Federal Financial Assistance;
<b>45 CFR Part 92</b>	Uniform Administrative Requirements for Grants and Cooperative Agreements to State, and Local, and Tribal Governments
<b>45 CFR Part 93</b>	New Restrictions on Lobbying;
<b>45 CFR Part 95</b>	General Administration – Grant Programs
<b>45 CFR Part 97</b>	Consolidation of Grants to the Insular Areas;
<b>45 CFR Part 100</b>	Intergovernmental Review of Department of Health and Human Services Programs

and Activities.

3. If Subgrantee is a nonprofit organization or an institution of higher learning, grants management requirements are:
  - 45 CFR Part 74** Uniform Administrative Requirements For Grants and Agreements with Institutions of Higher Educations, Hospitals, and other Non-Profit Organizations;
  - 2 CFR Part 230** Cost Principles for Nonprofit Organizations.
4. If Subgrantee is a state or local government, grants management requirements are:
  - 45 CFR Part 92** Uniform Administrative Requirements for Grants and Cooperative Agreements to State, and Local, and Tribal Governments;
  - 2 CFR Part 225** Cost Principles for State, Local and Indian Tribal Governments.
5. This program is governed by the Office of Management and Budget **Circular A-133**, “Audits of States, Local Governments, and Non-Profit Organizations,” issued pursuant to the Single Audit Act of 1984 (public Law 98-502) and the Single Audit Act Amendments of 1996 (Public Law 104-156).
6. In accordance with Public Law 103-333, the “Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995,” the following provisions are applicable to this grant award:
  - a. Section 507: “Purchase of American-Made Equipment and Products – It is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.”
  - b. Section 508: “When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all States receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.”
7. Religious Activity Prohibitions. Direct Federal grants, subawards, or contracts under this program shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program. (See 45 CFR 87). Regulations pertaining to the prohibition of Federal funds for inherently religious activities can be found on the HHS website at: <http://www.os.dhhs.gov/fbc/waisgate21.pdf>.
8. Lobbying Prohibitions. Federal grant funds provided under this award may not be used by the grantee or any subgrantee to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations. This prohibition is related to the use of Federal grant funds and is not intended to affect an individual’s right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources. (See 45 CFR Part 93.)
9. Smoking Prohibitions. In accordance with Part C of Public Law 103-227, the “Pro-Children Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by

Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

10. Drug-Free Workplace Requirements. In accordance with provisions of Title V, Subtitle D of Public Law 100-690 (41 USC 701 et. seq.), the "Drug-Free Workplace Act of 1988", all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The grantee must notify ACF if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. (See 2 CFR Part 382).
11. Human Trafficking Provisions. These awards are subject to the requirements of Section 106g of the "Trafficking Victims Protection Acts of 2000" (22 USC 7104). The full text of this requirement is found at [http://www.acf.hhs.gov/grants/award\\_term.html](http://www.acf.hhs.gov/grants/award_term.html)
12. Constructions Prohibitions. Unless superseded by program-specific regulations, these awards may not be used for construction or the purchase of land.
13. Transparency Act Prohibitions. Awards under these programs are included under the provisions of the P.L. 109-282, the "Federal Funds Accountability and Transparents Act of 2006" (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts, and subcontracts in excess of \$25,000 through the Federal Subaward Reporting Syste (<https://www.fsrs.gov/>) and in accordance with the terms found in the Federal regulations at 2 CFR Part 170, including Appendix A.

## **DEBARMENT AND SUSPENSION**

14. No organization may participate in this project in any capacity or be a recipient of Federal funds designated for this project if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." (See 45 CFR 92.35 and 45 CFR 74.13.)

## **MONITORING**

15. TCJ is responsible for monitoring the activities of grantees as necessary to ensure that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved. According to regulations set forth related for the administration of Subawards, TCJ must:
  - Ensure that Subgrantees are complying with program requirements and achieving performance goals.
  - Ensure Subgrantees are complying with fiscal requirements, such as having appropriate fiscal controls in place, and are using awards for authorized purposes.

The monitoring mechanisms used to meet these requirements include performance reports, site visits, monthly requests for reimbursements (RFRs), financial reports, and ongoing communication with the Subgrantee.

## **COMPENSATION AND PAYMENT METHOD**

16. TCJ agrees to pay Subgrantee a sum not to exceed the amount on the grant award. Payments for services performed during the term of this Agreement shall be made according to the methods set forth below:
  - a. Payment under this Agreement will be on a reimbursement basis.
  - b. Subgrantee agrees to submit monthly Requests for Reimbursement within thirty (30) days after the end of the billing period.

- c. Subgrantee agrees to use the Request for Reimbursement form provided by TCJ. Unless otherwise indicated, each RFR must be accompanied by copies of appropriate source documentation such as cancelled checks, paid bills, payrolls, time and attendance records, receipts, etc. RFRs lacking appropriate source documentation may require additional processing time.
- d. To be eligible for reimbursement under this Agreement, a cost must be incurred in accordance with the approved application, applicable Cost Principles, and within the grant period.
- e. Subgrantee agrees to maintain all checks supported by appropriate documentation. Documentation may include copies of contracts, invoices, purchase orders, canceled checks, etc. and must be kept in accordance with generally accepted accounting principles and state and federal procurement and purchasing requirements. Staff salaries and wages must be supported by personnel activity reports, as prescribed in the applicable Cost Principles.
- f. TCJ will review each reimbursement request to: (1) determine compliance with this Agreement; and (2) ensure that all expenditures further eligible program goals.
- g. TCJ will exercise good faith to make payments within thirty (30) days of the payment request. Payments, however, are contingent upon the availability of appropriated funds.

## **PERFORMANCE REPORTING**

- 17. Subgrantee shall submit quarterly performance reports. Each report will cover the three months immediately preceding and is due no later than fifteen (15) days following the close of the reporting period. For instance, a report covering October through December will be due on the 15<sup>th</sup> of January. A final performance report covering all twelve months of funding must be submitted no later than thirty (30) days following the close of the grant period. TCJ reserves the right to require more frequent reporting.
- 18. Subgrantee will use the Performance Report form provided by TCJ.

## **FINANCIAL REPORTING**

- 19. In addition to monthly reimbursement requests, Subgrantee shall submit an annual financial report. A final financial report covering all twelve months of funding must be submitted no later than thirty (30) days following the close of the grant period. TCJ reserves the right to require more frequent reporting.
- 20. Subgrantee will use the Financial Status Report form provided by TCJ.

## **REVISION OF BUDGET AND PROGRAM PLANS**

- 21. Subgrantee shall promptly advise TCJ in writing of events that will have a significant impact upon this Agreement.
  - a. Subgrantee will report to TCJ in writing any problems, delays, or adverse conditions, including changes in key personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures. This disclosure shall be accompanied by a proposed statement of action.
  - b. Changes in the scope or objective of a project or program require the prior approval of TCJ. TCJ and Subgrantee may agree in writing to modify the objectives, methods, or timeline of the project for which grant funds have been awarded. This agreement will be amended accordingly.

## **AUDIT REQUIREMENTS**

22. Subgrantees who expend \$500,000 or more in federal grant money annually shall engage an independent, licensed Certified Public Accountant to conduct an annual OMB Circular A-133 audit. Subgrantee shall submit a copy of the audit report no later than thirty (30) days after receipt from the audit firm.

#### **ALLOWABLE COSTS AND DISALLOWANCE**

23. Subgrantee agrees to use funds only for the purposes approved in this Agreement. Applicable OMB cost principles, agency program regulations, and the approved final program budget will be followed to determine the reasonableness and allowability of costs.
24. In the event Subgrantee claims and receives payment from TCJ for a service, reimbursement for which is later disallowed, Subgrantee shall promptly refund the disallowed amount to TCJ on request, or at its option, TCJ may offset the amount disallowed from any payment due or to become due to Subgrantee under this Agreement or any other agreement. Similarly, a disallowance under a prior agreement may be offset against this Agreement.

#### **WITHHOLDING PAYMENT**

25. TCJ may withhold payment until reports required under this Agreement are received and approved by TCJ. TCJ may also withhold payment if, in TCJ's sole opinion, Subgrantee is not in compliance with this agreement.

#### **FULL COST RECOVERY OF INVESTIGATION AND AUDIT COSTS**

26. Subgrantee shall reimburse TCJ for all direct and indirect expenditures incurred in conducting an audit/investigation when Subgrantee is found in violation of the terms of the contract. Reimbursement for such costs shall be withheld from any amounts due to Subgrantee pursuant to the payment terms of the grant, or from any other amounts due to Subgrantee from TCJ.

#### **RECORDS**

27. Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, for three (3) years from the date of final payment under this Agreement, or until completion of all audits or pending litigation has been completely and fully resolved, whichever occurs last.
28. Duly authorized representatives of TCJ, and their designees shall have access to these records. This right of access is not limited to the three (3) year period but shall last as long as the records are retained.

#### **INDEMNIFICATION**

29. To the extent permitted by law, Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless TCJ and its officers and employees from all claims and liability due to the acts or omissions of Subgrantee, its agents, or employees. Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless TCJ from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by TCJ in litigation or otherwise resisting such claims or liabilities as a result of any activities of Subgrantee, its agents, or employees.
30. Further, to the extent permitted by law, Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless TCJ from and against all claims, demands, and causes of action of every kind and character brought by any employee of Subgrantee against TCJ due to personal injuries or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of Subgrantee.
31. If Subgrantee is a government entity, both parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### **DISPUTES AND REMEDIES**

32. This Agreement supersedes any prior oral or written agreements.

33. Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by Subgrantee in support of Agreement work. The Subgrantee is required to pass through all of the above requirements to any subcontractors.
34. Disputes concerning performance or payment shall be submitted to TCJ for settlement, with the Executive Director or his or her designee acting as final referee.

#### **TERMINATION**

35. This Agreement shall remain in effect until Subgrantee has satisfactorily completed all services and obligations described herein and these have been accepted by TCJ, unless:
  - a. This Agreement is terminated in writing with the mutual consent of both parties;
  - b. TCJ, in its sole judgment, finds that the Subgrantee has failed to make substantial progress in the completion of the project or the Subgrantee has failed to comply with the terms of this Agreement. TCJ will give written thirty (30) day notice of its intent to cancel its participation in the project.
36. Subgrantee shall neither incur nor be reimbursed for any new obligations after the effective date of termination.

#### **INSPECTION OF WORK**

37. TCJ or any authorized representative thereof, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed.

#### **PROCUREMENT AND PROPERTY MANAGEMENT**

38. Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by TCJ or purchased pursuant to this Agreement in accordance with its own property management procedures, provided that the procedures are not in conflict with applicable Federal administrative requirements.

#### **PROGRAM INCOME**

39. Program income earned during the grant period must be reported. Unless otherwise specified in the grant, program income received during the grant period is to be retained by the grantee, added to the funds committed by CJA, and thus used to further project or program objectives.

#### **CONFLICTING POLICIES**

40. Subgrantees will follow their own written operating policies and procedures; however, TCJ requires that Subgrantees maintain internal controls in compliance with all applicable federal regulations.
41. For in-state and out-of-state travel expenses to be reimbursable, Subgrantee must follow its own written travel policies and procedures. If Subgrantee does not have written travel policies and procedures, Subgrantee must follow the federal travel policies and procedures (see the Federal General Services Administration guidelines at <http://www.gsa.gov/>).

#### **LOGO CREDIT**

42. Logo credit must be given to the Texas Children's Justice Act program in all promotional and educational materials distributed in association with any CJA-funded program, including brochures, pamphlets, flyers, postcards, etc.
43. Subgrantee must submit a sample of such materials to TCJ for prior approval before distribution.