

**CATHOLIC CHARITIES OF LOUISVILLE INC
KENTUCKY OFFICE FOR REFUGEES
SUBAWARD AGREEMENT**

Subaward #: _____

This Subaward agreement is by and between Catholic Charities of Louisville Inc., hereafter known as CC-LOU, Kentucky Office for Refugees, 1177 East Broadway, Louisville KY 40204, (a department of Catholic Charities) hereafter known as CC-KOR and

Insert Name of Subrecipient: _____

Hereafter known as “subrecipient”, a non-Federal Entity whose address and principal place of business is

Address

I. BACKGROUND AND QUALIFICATION: Section 412 (e) (7) [8 U.S.C. 1522] of the Immigration and Nationality Act (INA) authorizes the Secretary of the Department of Human Services to develop and implement alternative projects for refugees who have been in the United States less than thirty-six (36) months, under which refugees may be provided interim support, medical services, social services and case management as needed, in a manner that encourages self-sufficiency, reduces welfare dependency and fosters greater coordination among resettlement agencies and service providers.

CC-LOU is required, by the terms of the Grants and by regulations governing its role as state coordinating agency, to conform to certain information, monitoring and reporting requirements in connection with the delivery of the services required under the Grants. CC-LOU is also required as the state coordinating agency and recipient of Federal Funds, to provide certain services under the Grants, and is authorized under the terms of the Grants to subgrant or subcontract portions of the work required in providing such services. CC-KOR is the primary department responsible for this assistance activity on behalf of CC-LOU, including the provision of refugee cash and medical assistance and services to refugees and all other eligible populations in Kentucky and for the overall coordination of the statewide refugee program in Kentucky.

1. **PURPOSE:** The purpose of this Agreement is to set out responsibilities of the subrecipient as it participates in the federally funded program for the provision of services as described in the **(insert the name of grant)** application for funding. The Subrecipient hereby agrees to participate in the above mentioned Federally Funded program by providing services to refugees as described in the Scope of Work, also known as the Service Plan, and incorporated herein and approved by CC-KOR and the Federal Awarding Agency: Department of Health and Human Services (HHS), Administration for Children and Families (ACF), Office of Refugee Resettlement (ORR).

II. DEFINITIONS

Authorized Organizational Representative: The authorized organizational representative is the designated representative of the organization with the authority to act on the organization’s behalf in matters related to the award and administration of grants. In signing a grant application, this individual agrees that the organization will assume the obligations imposed by applicable Federal statutes and regulations and other terms and conditions of the award, including any assurances, if a grant is awarded. These responsibilities include accountability both for the appropriate use of funds awarded and the performance of the grant-supported project or activities as specified in the approved application.

Federal Awarding Agency: Means the Federal Agency that provides an award to the recipient.

Federal Recipient: Means a non-Federal entity that expends Federal awards received directly from a Federal awarding agency to carry out a Federal program.

Organizational Unit: The primary department (unit) responsible for the assistance activity on behalf of the Federal Recipient.

Pass-through Entity: Means a non-Federal entity that provides a Federal award to a subrecipient to carry out a Federal Project.

Principal Investigator: The Principal Investigator (PI) is the individual, designated by the recipient, responsible for the scientific, technical, or programmatic aspects of the grant and for day-to-day management of the project or program. The PI is a member of the recipient team responsible for ensuring compliance with the financial and administrative aspects of the award. This individual works closely with designated officials within the recipient organization to create and maintain necessary documentation, including both technical and administrative reports; prepare justifications; appropriately acknowledge Federal support in publications, announcements, news programs, and other media; and ensure compliance with other Federal and organizational requirements, scientific, technical, or programmatic aspects of the project or program and, as applicable, the HHS- Grants Management Officer concerning the business and administrative aspects of the award.

Program Income: Means gross income earned by the subrecipient that is directly generated by a supported activity or earned as a result of the subaward.

Project Manager: Is the staff member of the recipient or subrecipient who has the authority and responsibility to communicate decisions concerning the process, procedure, reporting and funding concerns and/or requirements on behalf of the entity. The Project Manager may or may not be the Principal Investigator, Director or the Authorized Representative of the entity.

Scope of Work: Mean the written plan which details all activities, task and deliverables undertaken by the subrecipient to adhere to the programmatic and financial requirements as required by the grant agreement. These written plans include the service plan and budgets, and attachments submitted with the initial application, as well as any revised service plans, budgets and attachments submitted throughout the course of the project period.

Special Award Conditions: If a subrecipient has a history of poor performance, is not financially stable, has a management system that does not meet the standards as described in 45CFR Part 74, and has not conformed to the terms and conditions of a previous subaward or is not otherwise responsible, the Federal Recipient may impose additional requirements as needed, provided that the subrecipient is notified in writing as to the nature of the requirements and means to which to remove the conditions. Once the conditions have been met by the subrecipient the special terms and conditions must be removed promptly.

State Refugee Coordinator: Means the individual designated by the Governor, or the appropriate legislative authority of the State who is responsible for, and who is authorized to, ensure coordination of public and private resources in refugee resettlement. (45 CFR 400.2) The Kentucky State Refugee Coordinator is aka the Kentucky Office for Refugees, Director.

State Refugee Health Coordinator: Means the individual who coordinates with health care providers and refugee resettlement agencies to identify and address health care needs of refugee populations. The SRHC manages the refugee health screening program, the provision of privatized health insurance to refugees ineligible for Medicaid and all other health related activities related to the resettlement of refugees. The SRHC reports directly to the State Refugee Coordinator.

Sub-Contractor: Is defined as any individual or entity, with whom the subrecipient shall separately contract, to complete one or more specific tasks as required by the subaward.

Sub Office: Means a refugee resettlement office where R & P services are provided, including services funded through this grant agreement but at a different location other than the principal place of business of the subrecipient. Management over sight of the sub office is the responsibility of the subrecipient.

Subrecipient: Is the legal entity to which a subaward is made and which is accountable to the recipient for the use of the funds provided. The singular form of subrecipient shall include all individuals, and entities detailed herein, including the sub office. The subrecipient shall include all officers, directors, employees, affiliates and agents of the subrecipient.

III. AGREEMENT PERIOD

- A. The subaward agreement associated with **CFDA XX.XXX** will be effective for a period of **XX months** beginning with **XXXXXX through XXXXXXXX**. Annual renewals will be based on satisfactory performance, availability of funds and the continuation awards and are in the best interest of CC-LOU and/or the Federal Government.
- B. **Budget Period:** The budget period for the subaward agreement begins on **XXXXX and ends XXXXXXXX**.

IV. AUTHORIZED REPRESENTATIVES

The Authorized representatives of CC-LOU and the subrecipient and are listed in Attachment A. Changes to the authorized representatives will be communicated in writing between Parties, without necessity of a formal amendment.

V. FUNDING

- A. **Source of Funds:** This project is being funded by HHS/ACF/ ORR. **These are Federal flow-through funds identified by:**
 - 1. **CFDA Number: XX.XXX**
 - 2. **Title:**
 - 3. **Award No: XXXXXX/XX**
- B. **Condition for Receipt of Funds:** Funds provided by CC-LOU under this agreement may not be used by the subrecipient as a match or cost-sharing to secure other federal or non-federal funding without prior written approval by CC-LOU.
- C. **Subject to Funds Availability:** This agreement is subject to the appropriation and availability of Federal funds. If funds are not appropriated as anticipated or are otherwise unavailable, CC-LOU reserves the right to reduce or terminate this agreement upon notice.
- D. **Program Income:** The subrecipient agrees to comply with all applicable regulations regarding program income as outlined in the Uniform Administrative Requirements. All use of program income must be approved by the Principal Investigator and HHS-ORR as appropriate.

VI. AUTHORIZED STATUTES AND REGULATIONS

- A. **Subrecipient Uniform Administrative Requirements, Cost Principles and Audit Requirement:** For each type of subrecipient or subgrantee organization, there is a set of Federal uniform administrative requirements, cost principles and audit requirements. The following is a list of applicable organization types and the applicable requirements regarding this project:

For State Agencies and Local government (School Districts), the applicable requirements are:
Uniform Administrative Requirements----OMB Circular A-102
Cost Principles----- OMB Circular 2CFR Part 225
Audit Requirements----- OMB Circular A-133

For Non Profit Organizations, the applicable requirements are:

Uniform Administrative Requirements-----OMB Circular 2 CFR Part 215

Cost Principles-----OMB Circular 2 CFR Part 230

Audit Requirements-----OMB Circular A-133

B. Statutes and Program Regulations: For each Federal Grant program there are applicable Federal Statutes and/or codified federal program regulations and applicable administrative and policy rules that CC-KOR is solely responsible to implement as the Pass-Through Entity for which the subrecipient is responsible and which are hereby included by this reference in this grant agreement whether or not specifically referenced herein. This information is to be used by the subrecipient to determine the manner in which the work is performed under this grant agreement.

The following are the major statutes and Program Regulations for the US refugee resettlement program funded through HHS; this is not meant to be an all-inclusive list.

- ❖ ORR Code of Federal Regulations (45 CFR Part 400)
- ❖ The Refugee Act of 1980-Public Law 96-212
- ❖ Immigration and Nationality Act (INA) Section 412 [8 U.S.C. 1521. 1522]
- ❖ Cuban Entrant Program (45 CFR Part 401)
- ❖ Kentucky Wilson Fish State Plan and Policy & Procedure Manual: Subrecipients receiving Federal Funds from the Kentucky Office for Refugees must also follow regulations and policy rules as indicated in the Kentucky State Plan and the Kentucky Wilson Fish Policy and Procedure Manual as approved by the Federal Awarding Agency.

VII. REPORTS AND RECORDS:

A. Programmatic Reporting: The subrecipient agrees to provide programmatic reports, with the cover sheet to CC-KOR no later than 15 days after the close of the reporting period. Programmatic Reports received after the 15th of day of the month, will be considered "Late".

1. Program Reports (PRF.1) with the Cover Sheet (C-PRF.1) shall be submitted in the format provided in Attachment B.
2. The report with the cover sheet should be sent electronically to the CC-KOR Project Manager identified in Attachment A.
3. **Program Reports are DUE:**

B. Financial Reporting: The subrecipient agrees to submit a monthly financial report with a cover sheet to CC-LOU within 20 days after the close of each month that report costs incurred in the previous month. Financial reports should be sent to the financial contact for CC-LOU and the Principal Investigator as identified in Attachment A.

1. Financial Reports shall be submitted in the format provided in Attachment C.
 - ❖ Cover Sheet: C-FRF.1
 - ❖ If requesting a reimbursement, please submit MFRR.1;
 - ❖ If reporting on expenditures related to an advance please use AMFR.1.
2. The Cover sheet and corresponding financial report will be reviewed by the financial point of contact for CC-LOU and the Principal Investigator, and then submitted to the CC-KOR director for approval.
3. Any Program Income earned each month shall be reflected in the monthly financial report, and will be treated as an additive to the budget.
4. The Final Financial Report is due no later than 45 days after the conclusion of the budget period and must be marked "Final".
5. CC-LOU reserves the right to not reimburse the subrecipient for expenses not reflected in the final financial report for this agreement period.

C. Information Reporting: The subrecipient agrees to adhere to the data and information reporting requirements as required the in KY Policy and Procedure Manual and/or the Federal Awarding agency.

- D. Client Records:** Subrecipient agrees to maintain accurate and complete records of client's eligibility for assistance and services, types and amounts of assistance and services provided costs of assistance and services, and outcomes of service delivery. Subrecipients shall make such records available to CC-KOR upon request. The subrecipients must ensure that no information about or obtained from a client will be disclosed in a form identifiable without the client's consent or if the client is a minor, the consent of his or her parent or guardian, except for purposes directly connected with, and necessary to, administration of the subaward.
- E. Record Retention:** The subrecipient shall retain all financial records, supporting documentation, statistical records, and all other records pertinent to this project for a minimum period of three years from the date of the submission of the final financial status report. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- F. Access to Records** CC-LOU staff or its representative, Federal awarding agency and its Inspector General, Comptroller General of the United States, Non-Federal (A-133) Auditors or any duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers or other records of the subrecipient, in order to perform audit, monitoring reviews or other types of onsite visits. This right also includes timely and reasonable access the subrecipient's past and present personnel for the purpose of interviewing and disclosing matters related to such documents.

VIII. AUDITS AND MONITORING:

- A. Audit Procedures:** The expenditure of funds under this agreement may be subject to the annual audit requirements of the Single Audit Act of 1984, Public Law 98-502, and as amended in 1996, Public Law 104-156, as implemented by the Office of Management and Budget audit requirements in OMB Circular A-133.
- B. Audit Submission and Reporting:** Subrecipients that expend \$500,000 or more a year in Federal awards must satisfy the single audit requirements of Circular A-133.
1. Single Audits must be completed within 9 months of the end of the subrecipient's audit period.
 2. Subrecipients are required to submit information to the Federal Clearinghouse (FAC) at <http://harvester.census.gov/sac>. The Pass-through Entity (CC-LOU) will use the information from the FAC, as evidence to verify the subrecipient had "no audit findings" and the required audit was performed. The FAC verification would be in lieu of reviewing submissions by the subrecipient to CC-LOU when there are no audit findings.
 3. Subrecipients are required to submit a complete reporting package to CC-LOU as described in the A-133 Circular, Section 320, paragraph (c), when the Schedule of findings and questioned costs and disclosed audit findings are related to Federal Awards provided by CC-LOU or the summary schedule of prior audit findings did not report the status of audit findings relating to the Federal awards provided by CC-LOU.
 4. CC-LOU will issue a management decision on audit findings within six months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and corrective action.
 5. The subrecipient shall provide an annual audit report to CC-LOU upon request.
- C. Monitoring:** The Subrecipient, including any sub offices, may receive an on-site review by CC-KOR, or its authorized representatives in addition to Federal personnel. Monitoring staff may review project and/or financial activity relating to the terms of this agreement. Upon request, CC-KOR or its authorized representatives shall be given full and complete access to all information related to the performance of this agreement to ensure compliance with project activity and consistently applied cost in the agreement. The subrecipient shall provide to CC-KOR and its

authorized representatives, all technical staff, assistance and information needed to enable CC-KOR to perform its monitoring function. This assistance from the subrecipient includes, but is not limited to, information about the subrecipient's project operation, accounting and data-base systems.

- D. Program and Financial Deficiencies:** Through audits, reviews, monitoring or other means, CC-KOR may find the sub recipient to have program and financial deficiencies in the performance of the agreement. Such deficiencies may include but not be limited to, the areas of accounting, financial controls, budgeting, and/or project compliance issues. If deficiencies are found, CC-KOR may require the sub recipient to take immediate corrective action and to submit a written corrective action plan to address identified deficiencies. All corrective action plans must be accepted by CC-KOR or its authorized representatives. CC-KOR may require the subrecipient to submit periodic written verification that measures have been taken to implement the corrective action.

IX. PAYMENT TERMS AND CONDITIONS:

- A. Advance:** To receive an advance, the subrecipient must demonstrate that procedures exist to support federal cash management requirements as specified in the applicable Uniform Administrative Requirements. Advances to a subrecipient shall be limited to the minimum amount needed and shall be timed to be in accordance with the actual, immediate cash requirements of the subrecipient in carrying out the purpose of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to actual disbursement for direct program costs.

- 1) **REQUEST FOR ADVANCE:** Subrecipients may receive payment from CC-LOU in advance of cost incurred provided that the following conditions exist.
 1. Funds for the budget period have been obligated by CC-KOR to the subrecipient in the form of a signed subaward agreement.
 2. The subrecipient has established or demonstrated to CC-LOU the willingness and ability to establish written procedures that will minimize the time elapsing between the transfer of funds from CC-LOU and the disbursement by the subrecipient.
 3. The subrecipient has a financial management system that meets the standards for fund control and accountability as established in 45 CFR 74.21.
 4. The subrecipient must submit requests on a periodic basis and such requests should be limited to the minimum amounts needed and be timed to meet the actual, immediate cash requirements of the subrecipient in carrying out the approved program or project by CC-LOU.
 5. Whenever possible, advances will be consolidated to cover anticipated cash needs for all subawards made by CC-LOU to the subrecipient.
 - ❖ Please use CADVM.1 for a consolidated request.
 - ❖ Please use CADVS.1 for a single award request.
- 2) **TIMING OF THE REQUEST:** When requesting an advance from CC-LOU the subrecipient should submit the request no later than the 20th of the month, prior to the month the advance is needed.
- 3) **Payment Period:** A subrecipient may request an advance to cover estimated expenditures based on the approved payment period; a subrecipient may not request an advance to cover expenditures greater than 3 months, or less than one month. CCLOU has at least 5 business days to review the request before the advance is provided.
- 4) **DETAIL REPORTING OF EXPENDITURES:** The subrecipient must submit a monthly financial report (AMFR.1) that details the expenditures for the program funded by the subaward and to report the net balance of the advance after the actual expenditures have been reported. CCLOU has at least 5 business days to review the report before providing the next cash advance. CCLOU will withhold the next Cash advance if the AMFR.1 has not been submitted.
- 5) **UNEXPENDED BALANCES:** A subrecipient may request an advance to cover expenditures in the final reporting period of a subaward but the final actual expenditures may be less than the advance requested to cover the expenditures

for the grant program. The subrecipient may not retain the net balance of the advance or utilize the funds to cover other expenditures. The subrecipient will be required to return the balance of the advance.

B. Reimbursement: When a subrecipient meets one or all of the following conditions as specified below, the subrecipient will not be eligible to request a cash advance. The subrecipient must complete all of the corrective actions as specified by CC-LOU in order to remove the special terms and conditions from the subaward agreement and be eligible to request an advance.

The following are conditions that prohibit a request for an advance by a subrecipient.

- (a) Has a history of poor performance.
- (b) Is not financially stable
- (c) Has a management system that does not meet standards as prescribed in 45CFR 74.21.
- (d) Has not conformed to the terms and conditions of a previous subaward
- (e) Is not otherwise responsible.

1) Request for Reimbursement: The subrecipient shall submit the monthly reimbursement form (MFRR.1) for actual and allowable costs incurred no later than the 20th of each month for expenses incurred in the previous month.

1) Timing of Reimbursement: The subrecipient shall be paid monthly by reimbursement based on the submission of the monthly financial report. CC-LOU shall make payment within (10) calendar days after the receipt of the MFRR.1, when the request is submitted no later than the 20th each month.

2) Late Financial Reports: Reimbursement requests submitted to CC-LOU after the 20th of the month will be considered "Late". Reimbursements for late reports will not be made to until the following month, and will be included in the following month's reimbursement. CC-LOU shall not be obligated to reimburse the subrecipient for some or all incurred costs when monthly financial reports are overdue by more than 45 days.

C. Maximum Amount Available: CC-LOU shall not be obligated to reimburse the subrecipient for costs incurred in the excess of the total amount of the approved budget. The Subrecipient shall not be obligated to continue performance under the subaward agreement (including actions under the termination clause) or otherwise incur costs in excess of the total amount approved unless and until CC-LOU has notified the subrecipient in writing that additional funds have been awarded. CC-LOU will not be obligated for any excess costs in the absence of a written notice of authorization from the Authorized Representative or the Principal Investigator.

D. Unliquidated Unobligated Funding: CC-LOU is not obligated to award the subrecipient any amount of unliquidated unobligated funding remaining in the Subrecipient's budget at the conclusion of the budget period.

E. Unallowable Costs: The subrecipient's reimbursement shall be subject to reduction for amounts included in the financial report which are determined by CC-LOU to be unallowable on the basis of audits, reviews or monitoring of the grant agreement. CC-LOU reserves the right to pursue repayment from the subrecipient for any costs reimbursed by CC-LOU which are later determined to be unallowable; the subrecipient shall make reimbursement to CC-LOU from non-federal sources.

F. Deductions and Withholding: CC-LOU may deduct the amount; withhold an advance or payments invoiced by the subrecipient if the subrecipient fails to comply with any requirements of the grant agreement, including late programmatic reports. Funds withheld due to unsatisfactory performance or failure to comply with the terms and conditions of this grant agreement may be restored upon satisfactory correction or completion of the condition which caused the withholding.

X. STANDARDS FOR FINANCIAL MANAGEMENT

A. Financial Management System: Standards for the financial management system are outlined in the Federal Uniform Administrative Requirements, applicable to the organization type to which the subrecipient belongs and the subrecipient is required to comply with those standards.

1. The subrecipient will maintain an accounting system and a set of accounting records that readily identify the source and funds from the recipient sponsored activities.
2. All costs will be supported by source documentation
3. The subrecipient's accounting records will be the basis for generating financial reports which must reflect accurate and complete data.
4. In addition, financial records must be properly closed out at the end of the budget period and all reports submitted in a timely manner.

B. Indirect Costs and Allocation of Costs: If the subrecipient charges indirect (overhead) costs to the grant sub award an "Indirect Cost Proposal" must be prepared in accordance with the applicable cost principles. The subrecipient must comply with one of the two following criteria for payment in indirect costs by CC-LOU

1. An approved "Indirect Cost Negotiation Agreement:" from the Cognizant Federal agency if the subrecipient is a direct recipient of Federal Grants.
2. An approved "Indirect Cost Negotiation Agreement" from a state or local government that has agreed to review and approve the subrecipient's in-direct cost proposal

XI. PROCUREMENT STANDARDS

A. Procurement Standards: Standards for procurement are outlined in the Federal Uniform Administrative Requirements, applicable to the organization type to which the subrecipient belongs and compliance with those standards is required under this grant agreement as indicated in Authorized Statutes and Regulations. These provisions define the standards for use in establishing procedures for procurement of supplies, equipment and other services which cost is borne in whole or in part as a condition of this grant award.

B. These standards include but are not limited to the following

- 1) Subrecipients may use their own procurement policies provided that they adhere to the applicable standards.
- 2) A subrecipient shall maintain a code of conduct which shall govern the performance of its officers, employees or agents in contracting with or expending grant funds; and
- 3) All procurement transactions shall be conducted in a manner that provides for maximum open and free competition.

XII. STANDARD TERMS AND CONDITIONS

Standard terms and conditions, which by their nature and intent may continue beyond the termination of the grant agreement; and the terms and conditions, shall survive the termination of this grant agreement. The effort being performed by the recipient under this Agreement is part of the Grant received by Catholic Charities of Louisville from HHS/ACF/ ORR. Consequently, the terms and conditions specified by HHS/ACF/ORR are hereby incorporated as a part of this Agreement and take precedence in the case of any inconsistencies with this Agreement. The terms of this HHS Grant can be found in Parts I-III of the HHS Grants Policy Statement, available at <http://www.hhs.gov/asfr/ogapa/grantinformation/hhsgps107.pdf>

A. Prior Approvals: The subrecipient shall obtain written approval from the Principal Investigator for the following:

1. Cumulative transfers among the direct cost categories in the budget that exceed 25% of the total approved budget.
2. Change in scope or objective of the service plan
3. Change in a Key person such as the Resettlement Director or the Financial Manager.
4. Subcontracting with a third party for any work performed under this subaward that was not approved in scope of work.
5. No programmatic or financial activity for three months during a budget period.

6. **Equipment:** Subrecipient shall request prior written authorization before acquiring equipment that is not already in the approved budget. Equipment is defined as an article of tangible non-expendable personal property that has a useful life of more than one (1) year and an acquisition cost per unit that equals or exceeds five thousand dollars (\$5000) or the capitalization threshold established by the Subrecipient whichever is less.
7. Inclusion of costs that require prior approvals as outlined in the appropriate cost principals.

B. Default of Termination: Termination of this Agreement by either Party for any reason shall not affect the rights and obligations of the parties accrued prior to the date of termination of this Agreement. No termination of this Agreement, however effectuated, shall release the parties hereto from their rights and obligations under this Agreement.

- 1) **For Cause:** If the subrecipient fails in whole or in part to substantially perform its obligations, CC-LOU shall, in addition to whatever legal remedy it may have in law or in equity, have the right to request a cure period, if capable of a cure, or terminate this Agreement if such is not capable of cure.
 - (a) If capable of a cure, CC-LOU will provide a written notice to the subrecipient outlining the default and the subrecipient shall have a certain number of days as identified in the written notice to cure the default.
 - (b) If not capable of cure or if the default is not wholly cured after the opportunity provided, then CC-LOU shall provide the subrecipient a written thirty day (30) notice of termination.
 - (c) Upon receipt of a termination notice the subrecipient shall take all immediate action to minimize all expenditures and obligation, financed by this agreement and shall cancel unliquidated obligations as soon as possible.
 - (d) The subrecipient will be compensated for all actual and allowable expenses and all un-cancellable obligations properly incurred prior to that date of termination.
 - (e) The subrecipient shall promptly deliver to CC-LOU all data, reports, summaries and such other information and material as may have been prepared and/or accumulated by the subrecipient in the performance of this Agreement, whether completed or in process.
- 2) **For Convenience:** This agreement may be terminated for convenience at any time by either Party, in whole or in part, if both Parties agree that the continuation of the agreement would not produce beneficial results. Both parties shall agree on termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.
- 3) **Federal Funds Not Available:** If Federal Funds are not appropriated as anticipated or are otherwise unavailable, CC-LOU Louisville reserves the right to reduce or terminate this agreement upon notice. Such termination or reduction shall not be considered a breach of this Agreement and shall not require a 30 day notice or a cure period.
- 4) **Bankruptcy or insolvency:** If at any time the subrecipient is adjudged bankrupt, becomes insolvent, enters or makes a composition with or assignment to its creditors, this Agreement may be terminated accordingly. The subrecipient shall give prompt written notice of such action to CC-LOU and CC-LOU shall solely decide whether to terminate this Agreement. In the event of termination, CC-LOUs shall give a 10 day a written notice of termination.
- 5) **Upon receipt of any suspension notice,** the subrecipient shall take immediate action to minimize all expenditures and obligations financed by this Agreement and shall cancel such unliquidated obligations as soon as possible, with the exception of those expenditures required to cure the conditions leading to the suspension, and to provide evidence of substantial compliance with the material terms and conditions of the Agreement.
- 6) **Upon receipt of any termination notice,** the subrecipient shall take immediate action to minimize all expenditures and obligations financed by this Agreement and shall cancel such unliquidated obligations as soon as possible. The subrecipient shall promptly deliver to Catholic Charities all data, reports, summaries and such other information and material as may have been prepared for and/or accumulated by the subrecipient in the performance of this Agreement, whether completed or in process.

C. Publicity and Use of Name: Neither the subrecipient nor CC-LOU will use the name of the others, either expressly or by implication, in any publicity or advertisement without the express written approval of the other party of this subaward.

- D. Revision of Materials:** The subrecipient may not alter any forms, publications and other materials created by CC-KOR for the express purpose of carrying out the program without written approval from the Principal Investigator.
- E. Sub Office:** It is the responsibility of the subrecipient to provide management oversight of the sub office as required under this grant agreement. Those oversight responsibilities include:
1. Communicate the programmatic and fiscal requirements of the program under this grant agreement including any attachments to this agreement, and to ensure the sub office complies with said requirements.
 2. Training of new and tenured staff and volunteers of the sub office concerning the requirements of the program under this subaward agreement.
 3. Submit programmatic and financial reports that incorporate the activities or expenditures of the sub office; the sub office is not permitted to submit separate programmatic or financial reports to CC-KOR.
 4. Submit any and all required documentation to CC-KOR on behalf of the sub office. This includes but is not limited to the documentation requirements indicated in the Kentucky State Plan, KY Wilson Fish Policy and Procedures Manual and/or in the scope of work of the subrecipient.
 5. Any responsibilities not expressly discussed but under the purview of the subrecipient with management oversight of the sub office.
- F. Subcontracting:** The subrecipient shall not enter in a subcontract with a third party for any of the work performed under this subaward without obtaining the written approval of the Principal investigator; a copy of the proposed contract must be submitted
1. CC-LOU will not be liable for any contracting costs submitted by the subrecipient for reimbursement if the work performed under this subaward was executed without written approval of the Principal Investigator.
 2. Payment for services of any and all sub-contractors shall be the subrecipient's sole obligation and responsibility. The subrecipient hereby indemnifies and holds CC-LOU harmless for any liability concerning such payment.
 3. A copy of the approved contract, with signatures must be submitted to the Principal Investigator within 5 working days of signage.
- G. Severability:** If any provision of this grant agreement becomes, or is declared illegal, invalid or unenforceable, the provisions will be divisible from this Agreement, and deemed to be deleted from the agreement. If the deletion substantially alters the basis of the Agreement, the Parties, will negotiate in good faith to amend the provision of the agreement to give effect to the original intent of the parties.
- H. Transferability and Assignment:** This agreement shall not be assignable by the subrecipient without the prior written consent and authorization of the Principal Investigator.
- I. Federal Compliance:** The subrecipient shall comply with all applicable State and Federal Statutes, laws, rules and regulations in the performance of this grant agreements, whether included in this grant agreement or not.
- J. Indemnity:** Subrecipient shall indemnify and hold harmless, CC-LOU from and against all claims arising in connection with this agreement and services provider hereunder and from all costs, attorney's fees, expenses, and liabilities incurred in or from any such claim. Subrecipients, upon notice from CC-LOU, shall defend the same at subrecipient's expense by counsel that is reasonable satisfactory to CC-LOU; however in no event shall the amount paid to the subrecipient's attorney exceed what would be reasonable attorney's fees incurred in connection with the applicable claim.
- K. Force Majeure:** Neither parties hereto will be liable for damages for any delay or default in performance during the term here of if such delay or default is caused by conditions beyond its control, including but not limited to acts of God, Government restrictions, continuing domestic or international problems such as wars, threats of terrorism, or insurrections, strikes, fires, floods, work stoppages and embargoes; provided, however, that either party will have the right to termination this Agreement 'without breach' upon thirty (30) days prior written

Notice if the other party's delay or default due to any of the above-mentioned causes continues for a period of two (2) months.

- L. Applicable Law/Venue:** This Agreement is written and shall be construed in accordance with and governed by the laws of Kentucky unless U. S. Federal law applies. If legal action is taken against subrecipient, however, this Agreement shall be construed and interpreted in accordance with the Federal and State laws, which by statute are required to govern the subrecipient. Any action against CC-LOU must be brought in a Kentucky State Court or U.S. Federal District Court located in Louisville KY. The terms of this paragraph will survive the termination of this Agreement.
- M. Property:** Title and use and disposition of property and equipment purchased (subject to prior approval) under this agreement shall vest pursuant to applicable Uniform Administrative requirements.
- N. Notices:** Any guidance, notices, reports requests or, demand of communications required of the subrecipient under this grant agreement shall be in writing and shall be deemed to be delivered on time if received by CC-KOR by the following mechanisms of delivery. These notices shall become effective on the date of the receipt or the date specified with the Notice, which ever becomes later.
 1. If delivered by hand to CC-KOR a signed receipt must be obtained by a staff person of CC-KOR.
 2. If sent by mail the required package must be received by CC-KOR on the due date and sent certified mail return receipt requested. A postmark on the due date will be considered as the date of delivery.
 3. If sent by email, the email will be printed out by CCKOR and will serve as the receipt but it is the responsibility of the subrecipient to determine if the email was received by CCKOR. CCKOR will not be held liable for internet or email outages or other undeliverable email occurrences either by the internet service provider for CCKOR or the subrecipient's internet service provider.

XIII. INDEPENDENT SUB-RECIPIENT:

A. Relationship

1. The relationship of the subrecipient to CC-LOU will be that of an Independent subrecipient and no principal relationship or employer-employee relationship is contemplated or created by the parties to this grant agreement. Neither the subrecipient nor any subcontractor shall be eligible to participate in any of the CC-LOU's benefit program.
2. Subrecipient shall be solely responsible for selecting, supervising and compensating individuals pursuant to the terms of the grant agreement.
3. Sub recipient shall be exclusively responsible for the payment to its employees and contractors of all wages and salaries, taxes, withholding pavements, penalties, fees, fringe benefits, compliance with wage and hour law, and all other employment laws.

XIV. SPECIAL TERMS AND CONDITIONS: (If left blank, then no Special Terms or Conditions exist)

XV. FEDERAL CERTIFICATIONS AND PUBLIC POLICY REQUIREMENTS

The following are Federal Certifications and Public Policy Requirements as required by subrecipients receiving Federal funds from Health and Human Services through a Pass-Through Entity. By signing this Subaward the Subrecipient is agreeing to comply with all Federal Certifications and Public Policy Requirements as required by HHS.

A. Acknowledgment of Federal Funding

As required by HHS appropriations acts, all HHS recipients must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients are required to state (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

B. Activities Abroad

HHS recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

C. Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 91.

D. Civil Rights Act of 1964

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 80.

E. Controlled Substances

Grantees are prohibited from knowingly using appropriated funds to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. 812. This limitation does not apply if the recipient notifies the GMO that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

F. Debarred and Suspended

Organizations or individuals that are suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency cannot, during the period of suspension, debarment, or exclusion, receive HHS grants or be paid from HHS grant funds, whether under a primary or lower-tier transaction. Because individuals who have been debarred, suspended, declared ineligible or who have been voluntarily excluded from covered transactions may not receive Federal funds for a specified period of time, charges made to HHS grants for such individuals (e.g., salary) are unallowable.

G. Delinquency on Federal Debt

Any organization or individual that is indebted to the United States, and has a judgment lien filed against it for a debt to the United States, is ineligible to receive a Federal grant. Applicants are required to indicate in their applications if they are delinquent on any Federal debt. If the applicant discloses a delinquency, HHS may not award the grant until the debt is satisfied or satisfactory arrangements are made with the agency to which the debt is owed. In addition, once the debt is repaid or satisfactory arrangements made, an OPDIV will continue to take that delinquency into account when determining whether the applicant would be responsible with respect to an HHS grant, if awarded.

H. Education Amendments of 1972

Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 86.

I. Fly America Act

The Fly American Act, 49 U.S.C. App 1517 as implemented in the Comptroller's General Guidelines Decision B 138942, March 31, 1981 requires Federal employees and their dependents, consultants, contractors, grantees and others performing United States Government, financed foreign air travel to travel by US Flag Air Carriers

J. Limited English Proficiency

Recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." This guidance, which is available at <http://www.hhs.gov/ocr/lep/revisedlep.html>, provides a description of the factors that recipients should consider in determining and fulfilling their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.

K. Lobbying

Subrecipient agrees to file a certification with CC-KOR that it will not and has not used federal appropriated funds to pay any person or organization for influencing an officer or employee of any federal agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract grant or other award covered by 31 U.S.C § 1352. Subrecipient further agrees to disclose to CC-KOR any lobbying with nonfederal funds conducted in connection with obtaining any federal award.

L. Pro-Children Act

The Pro-Children Act of 1994, 20 U.S.C. 7183, imposes restrictions on smoking in facilities where federally funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity. Any questions concerning the applicability of these provisions to an HHS grant should be directed to the GMO.

M. Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. The HHS implementing regulations are codified at 45 CFR parts 84 and 85.

N. Restriction on Distribution of Sterile Needles/Needle Exchange

Funds appropriated for HHS may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug

O. Restriction on Funding Abortions

HHS funds may not be spent for an abortion.

P. Standards for Privacy of Individually Identifiable Health Information

The “Standards for Privacy of Individually Identifiable Health Information” (the Privacy Rule) implement the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C. 1320d et seq., which governs the protection of individually identifiable health information. The Privacy Rule is administered and enforced by HHS’s OCR and is codified at 45 CFR parts 160 and 164. Not all HHS recipients are subject to the Privacy Rule. The Privacy Rule applies only to “covered entities,” as defined by the rule, which include health plans and most health-care providers.

The OCR Web site (<http://www.hhs.gov/ocr/hipaa>) provides information on the Privacy Rule, including the complete text of the regulation and a set of decision tools for determining whether a particular entity is subject to the rule. An educational booklet, Protecting Health Information in Research: Understanding the HIPAA Privacy Rule, is available through OCR’s Web site and at <http://privacyruleandresearch.nih.gov/>. That Web site also includes other educational materials approved by OCR and the HHS Office of the General Counsel.

Q. Trafficking in Persons: Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

As the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not engage in trafficking persons, procure a commercial sex act or use forced labor during the period of time the award is in effect. Catholic Charities of Louisville must inform the Federal Government immediately of any information from any sources alleging a violation or prohibition.

R. USA PATRIOT Act

The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) amends 18 U.S.C. 175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. “Restricted persons,” as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent

XVI. Agreed to and Signed:

SUBAWARD # _____

CFDA: XX.XXX

TITLE: _____

Agreement Period: xx/xx/20xx THRU xx/xx/20XX

Budget Period: XX/XX/20XX THUR XX/XX/20XX

Federal Recipient and Pass-through Entity:

A. CATHOLIC CHARITIES OF LOUISVILLE

Executive Director of Catholic Charities of Louisville

Principal Investigator

Print Name

Print Name

Signature

Signature

Date: _____

Date: _____

Director, Kentucky Office for Refugees (*If not the PI*)

Print Name

Signature

Date: _____

B. SUBRECIPIENT:

Legal Name: _____

Address of Sub-offices (If any):

Address

Executive Director

Chairman of Board

Print Name

Print Name

Signature

Signature

Date: _____

Date: _____