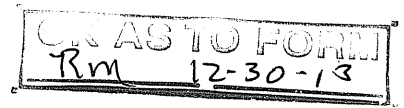


**CATHOLIC CHARITIES OF LOUISVILLE INC
SUBAWARD AGREEMENT**



Subaward #:254-107020-2014

This Subaward agreement is by and between Catholic Charities of Louisville Inc., hereafter known as CC-LOU located at 2911 South Fourth Street, Louisville KY, 40208 and

Subrecipient: Jefferson County Public Schools,

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

1325 Bluegrass Ave, Louisville, KY 40215

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.

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 **Refugee School Impact 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-LOU and the Federal Awarding Agency: Department of Health and Human Services (HHS), Administration for Children and Families (ACF), Office of Refugee Resettlement (ORR).

Kentucky Office for Refugees: Kentucky Office for Refugees (KOR) is the organizational unit responsible for this assistance activity, 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. The Kentucky Office for Refugees is located at 2222 West Market Louisville KY 40212.

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 sub recipient 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: Means the written plan which details all activities, tasks, 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, attachments submitted with the initial application, and any revised service plans, budgets and attachments submitted throughout the course of the project period.

Significant Rebudgeting: Means when, under a subgrant with a Federal Share exceeding \$100,000, cumulative transfers among direct budget categories for the current budget period exceed 25% of the total approved budget (which includes direct and indirect costs,) for that budget period or \$250,000, whichever is less. The cost categories are those categories reflected in the financial reporting form established by Catholic Charities of Louisville.

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/or 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 the Director for the Kentucky Office for Refugees.

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 regarding 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 oversight 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 **93.576** will be effective for a period of 12 months beginning with **08/15/2013 through 08/14/2014**. Annual renewals will be based on satisfactory performance, availability of funds, and the best interest of CC-LOU and/or the Federal Government.
- B. Project Period:** The project period for the subaward agreement begins on **08/15/2013 and ends 08/15/2014**.
- C. Budget Period:** The budget period for the subaward agreement begins on **08/15/2013 and ends 08/15/2014**.

IV. AUTHORIZED REPRESENTATIVES

The Authorized representatives of CC-LOU and the subrecipient and are listed in Attachment A.

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: 93.576**
 - 2. Title: Refugee School Impact Grant**
 - 3. Award No: 90ZE0175/02**
- 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.
- E. DUNS Number:** Federal Funding received from Catholic Charities of Louisville is subject to 2 CFR 25.110; subrecipients must have a DUNS number. DUNS number means the nine-digit number established by Duns and Bradstreet to uniquely identify business entities.

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-LOU 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:

For the full text go to:

<http://www.acf.hhs.gov/programs/orr/resource/400-refugee-resettlement-program>

[http://www.acf.hhs.gov/programs/orr/resource/the-refugee-](http://www.acf.hhs.gov/programs/orr/resource/the-refugee-act)

<http://www.uscis.gov/portal/site/uscis/menuitem.f6da51a2342135be7e9d7a10e0dc91a0/?vgnextoid=fa7e539dc4bed010VgnVCM1000000ecd190aRCRD&vgnnextchannel=fa7e539dc4bed010VgnVCM1000000ecd190aRCRD&CH=act><http://www.acf.hhs.gov/programs/orr/resource/title-45-public-welfare>

- a) **Kentucky Wilson Fish State Plan and the Kentucky Wilson Fish Policy & Procedure Manual:** Subrecipients receiving Federal Funds from CFDA: 93.583 and CFDA 93.566 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-LOU no later than 15 calendar 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 with the Cover Sheet shall be submitted in the format provided by the Project Manager to the subrecipient. The report with the cover sheet should be sent electronically to the Project Manager identified in Attachment A.
2. **Program Reports are DUE: March 1 and September 1**
3. Submission of the required program report does not necessarily fulfill the subrecipient's obligation. Program reports must also meet the content requirements in regulations, and other subgrant terms. Where reports need to be revised in order to be accepted, the subrecipient must provide a revised report by the due date indicated or immediate fund cutoff or other enforcement actions may be taken with regard to the delinquency.

B. Financial Reporting: The subrecipient agrees to submit a Financial Report with a cover sheet to CC-LOU within 10 calendar days after the close of each month that reports actual costs expended in the previous month. Financial

reports should be sent to the CCLOU Financial Contact, the Principal Investigator and the Project Manager identified in Attachment A.

1. Financial Reports shall be submitted in the format provided.
2. Any Program Income earned each month shall be reflected in the monthly financial report, and will be treated as an additive to the budget
3. The Final Financial Report at the conclusion of each budget period and must be marked "Final".
4. CC-LOU reserves the right to not reimburse the subrecipient for expenses not reflected in the final financial report for this budget period.

C. Late Reports: Failure to submit required reports within the time allowed may result in suspension or termination of an active subaward, withholding an approval of a new subaward or other enforcement actions, including withholding of payments or converting to the reimbursement method of payment. Continued failure to submit required reports may result in the imposition of special award provisions or cause other eligible projects or activities involving the subrecipient to not be funded. If at anytime the subrecipient provides an acceptable explanation regarding the late submission of a report Catholic Charities of Louisville may waive the reporting requirements or set a new due date.

D. Information Reporting: The subrecipient agrees to adhere to the data and information reporting requirements as required by Kentucky Office for Refugees and/ or the Federal Awarding agency.

E. Client Records: Subrecipient agrees to maintain accurate and complete records of clients' 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-LOU 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.

F. Financial Records: The subrecipient must maintain records for the budget period described in the subaward agreements, which adequately identifies the source and application of funds provided for financial assistance activities. These records must contain information pertaining to subaward agreement and authorization, outlays of allowable expenditures, and income.

G. 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.

H. 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 audits, monitoring reviews or other types of on-site visits. This right also includes timely and reasonable access to the sub recipient'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-LOU 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-LOU 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 Catholic Charities of Louisville and its authorized representatives, all technical staff, assistance, and information needed to enable Catholic Charities of Louisville 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 database systems.

D. Program and Financial Deficiencies: Through audits, reviews, monitoring or other means, Catholic Charities of Louisville may find the sub recipient to have program and financial deficiencies in the performance of the agreement. Such deficiencies may include but are not be limited to the areas of accounting, financial controls, budgeting, and/or project compliance issues. If deficiencies are found, Catholic Charities of Louisville may implement procedures as indicated in section XII. Standard Terms and Conditions (B).

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 sub recipient 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-LOU 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.
- 2) **TIMING OF THE REQUEST:** When requesting an advance from CC-LOU the subrecipient should submit the request no later than the 15th of the month, prior to the month the advance is needed.
 - 3) **PAYMENT PERIOD:** A sub recipient 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 10 business days to review the request before the advance is provided.
 - 4) **DETAIL REPORTING OF EXPENDITURES:** The subrecipient must submit a monthly financial report that details the actual 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 10 business days to review the report before providing the next cash advance. CCLOU will withhold the next Cash advance if the monthly report 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 sub recipient:

- (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 for actual and allowable costs incurred no later than the 10th of each month for expenses incurred in the previous month.
 - 2) **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) business days after the receipt of the reimbursement request which is defined as the payment will be mailed and postmarked no later than 10 business days after the receipt of the reimbursement request when the request is submitted no later than the 10th each month.
 - 3) **Late Financial Reports:** Reimbursement requests submitted to CC-LOU after the 10th of the month will be considered "Late."

- C. Maximum Amount Available:** CC-LOU shall not be obligated to reimburse the subrecipient for costs incurred in the excess of the total amount reflected on the Notice of Grant Award. 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 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. Unliquidated Obligations:** The subrecipient has 60 calendar days from the close the budget period to liquidate all obligations.
- F. 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.

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 sub recipient belongs; 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, or
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, which is available for review at <http://www.hhs.gov/asfr/ogapa/grantinformation/hhsgps107.pdf>.

- A. Prior Approvals:** Catholic Charities of Louisville anticipates that the subrecipient may need to modify its subaward budget or other aspects of its approved application during performance to accomplish the programmatic objectives. The subrecipient shall obtain written approval from the Principal Investigator for the following:
- Change in scope or objective of the service plan such as a significant rebudgeting
 - Change in a Key person such as any staff reflected in Attachment A.
 - Subcontracting with a third party for any work performed under this subaward that was not approved in the initial scope of work
 - Deviation from the award terms and conditions
 - Need for Additional Funding not indicated on the Notice of Grant Award (NGA)
 - No programmatic or financial activity for three consecutive months during a budget period.
 - Inclusion of costs that require prior approvals as outlined in the appropriate cost principals.
- B. Default or 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.
- 1) Termination For Cause:** If the subrecipient fails to perform its obligations, as determined by CCLOU, CC-LOU shall, in addition to whatever legal remedy it may have in law or in equity, has the right to request a corrective action period. CCLOU shall terminate this Agreement if such is not capable of corrective action.
 - (a) If capable of corrective action CC-LOU will provide a written notice to the subrecipient outlining the terms of the correction action and the subrecipient shall have a certain number of days as identified in the written notice to meet the terms of corrective action.
 - (b) If the subrecipient is not able to meet the terms of the corrective action 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 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 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 corrective action period.
 - 4) Bankruptcy or insolvency:** If at any time the sub recipient 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 written notice of termination.

Upon receipt of any termination notice, the subrecipient shall stop incurring costs once the termination notice has been received. 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 other, 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-LOU for the express purpose of carrying out the program, or any other program, without written approval from the Principal Investigator.
- E. **Sub Office:** It is the responsibility of the refugee resettlement agency to provide management oversight of their 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-LOU.
 - 4. Submit any and all required documentation to CC-LOU on behalf of the sub office. This includes but is not limited to the documentation requirements indicated in the Kentucky State Plan, KOR 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 into 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 to CC-LOU.
 - 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.
 - 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:** To the extent allowed by Kentucky Law the 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. To the extent allowed by Kentucky Law subrecipients, upon notice from CC-LOU, shall defend the same at subrecipient's expense by counsel that is reasonably 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.

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-LOUs benefit programs.
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 laws, 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-LOU 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-LOU 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 #254-107020-2014

CFDA: 93.576

TITLE: Refugee School Impact Grant

Agreement Period: 08/15/2013 THRU 08/14/2014

Budget Period: 08/15/2013 THUR 08/14/2014

Federal Recipient and Pass-through Entity:

A. CATHOLIC CHARITIES OF LOUISVILLE

Executive Director of Catholic Charities of Louisville

Principal Investigator

Steven E Bogus

Print Name

Maria Koerner

Print Name

Signature

Signature

Date: December 4, 2013

Date: 12/04/2013

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

Rebecca J. Jordan

Print Name

Signature

Date: 12/4/2013

B. SUBRECIPIENT:

Legal Name: _____

Address of Sub-offices (If any):

Address

Superintendent

Chairman of Board

Print Name

Print Name

Signature

Signature

Date: _____

Date: _____

ATTACHMENT A

AUTHORIZED REPRESENTATIVES AND KEY CONTACTS

GRANT TITLE: Refugee School Impact Grant

SUBAWARD #: 254-107020-2014 **DATE:** 12/04/2013

SUBRECIPIENT: Jefferson County Public Schools

SUBRECIPIENT DUNS #:062984430

CATHOLIC CHARITIES OF LOUISVLE	SUBRECIPIENT:
Principal Investigator: Kentucky for Refugees <i>Maria Koerner</i> 2222 West Market Louisville, KY 40212 502-873-2533	Authorized Representative: Donna Hargens Superintendent 3332 Newburg Road Louisville, KY 40218
Project Manager: Kentucky Office for Refugees <i>Rylan Truman</i> 2222 West Market Louisville, KY 40212 502-873-2560 ext. 259	Project Manager: Marti Kinny ESL Coordinator Jefferson County Public Schools 1325 Bluegrass Ave. Louisville, KY 40215 marti.kinny@jefferson.kyschools.us
Financial Representative: Accountant Meliha Nedic 2222 West Market Louisville, KY 40212 502-873-2566 ext. 218	Financial Representative: Alice Goose PO Box 34020 Louisville, KY 40232 paula.cox@jefferson.kyschools.us
Send Program Reports to: Rylan Truman rtruman@archlou.org Program Management and Reporting Questions: Rylan Truman Send Financial Reports to: <ol style="list-style-type: none">1. Accountant: Meliha Nedic mnedic@archlou.org2. KOR Principal Investigator: Maria Koerner mkoerner@archlou.org3. KOR Project Manager: Rylan Truman rtruman@archlou.org Financial Management and Reporting Questions: Meliha Nedic	



REVISED SUBAWARD AGREEMENT

ADMINISTRATIVE OFFICES

ADOPTION

CATHOLIC IDENTITY

LONG-TERM CARE OMBUDSMAN

MOTHER-INFANT CARE

2911 S. Fourth St.
Louisville, KY 40208
502-637-9786

LANGUAGE AND IMMIGRATION

LEGAL SERVICES

2911 S. Fourth St.
Louisville, KY 40208
502-637-9097

KENTUCKY OFFICE FOR REFUGEES

1177 E. Broadway
Louisville, KY 40204
502-365-4713

MIGRATION AND REFUGEE SERVICES

2220 W. Market St.
Louisville, KY 40212
502-636-9263

ENGLISH SCHOOL

2234 W. Market St.
Louisville, KY 40212
502-772-0902

SISTER VISITOR CENTER

SENIOR SERVICES

KY RESCUE AND RESTORE VICTIMS OF HUMAN

TRAFFICKING

2235 W. Market St.
Louisville, KY 40212
502-776-4930

www.cclou.org

Marti Kinny
1325 Bluegrass Ave
Louisville, KY 40215

December 3, 2013

Refugee School Impact Grant

CFDA #: 93.576

Federal Award Number: 90ZE0175/02

Jefferson County Public Schools

Subaward Number: 254-107020-2014

Maximum Amount: \$107,800

Program Period: 08/15/2013 to 08/14/2014

Budget Period: 08/15/2013 to 08/14/2014

This amendment is a notice that the Sub Award for the grant referenced above has been revised by the Kentucky Office for Refugees. The changes reflect the requests made by JCPS regarding the indemnity clause. The funding amount and budget period remains unchanged. The following revisions were made:

Section II. Definitions: Added a definition of "Significant Rebudgeting".

Section VI. Authorized Statutes and Regulations (B): Clarification that subrecipients receiving Federal Funds from CFDA: 93.583 and/or CFDA: 93.566 must follow regulations and policy rules as indicated in the Kentucky State Plan and the Kentucky Wilson Fish Policy and Procedure Manual. This does not apply to subrecipients of the Refugee School Impact Grant. Reference to the Catholic Charities-Kentucky Office for Refugees-Financial Manual was removed.

Section VII. Reports and Records (A-C): Program Reports with the Cover Sheet shall be submitted in the format provided by the Project Manager to the subrecipient. They should be sent electronically to the Project Manager – Rylan Truman. Program Reporting Templates are currently under revision and will be disseminated to your organization no later than December 10, 2013.

A notice that submission of the required program report does not necessarily fulfill the subrecipient's obligation was added. Guidance around Late Reports was also added.

Reference to Attachment F regarding Financial Reporting was removed. In addition to the CCLOU Financial Contact and the Principal Investigator, the financial reports should also be sent to the Project Manager.

Section VIII. Audits and Monitoring (D): Program and Financial Deficiencies section now references procedures as indicated in XII. Standard Terms and Conditions (B).



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Section IX. Payment Terms and Conditions: Reimbursement requests submitted to CCLOU after the 10th of the month will be considered late (referenced in Section B). Guidance around Unliquidated Obligations was added. Section F, Deductions and Withholding, was removed.

Section XII. Standard Terms and Conditions: In Section A, Prior Approvals, what warrants written approval from the Principal Investigator was revised. Section B, Default or Termination, was revised to provide more clarity. Section J, Indemnity, was revised to include the phrase "to the extent allowed by Kentucky Law". Section N, Notices, was deleted.

The revised Sub Award is included in its entirety. The Superintendent of JCPS and Chairperson of the Board must sign the final page of the Sub Award Agreement. Please make a copy of the signature page for your records, and return the original signature to KOR as soon as possible.

Please contact the following for questions and concerns related to the subaward.

Program

Rylan Truman
2222 West Market
Louisville KY 40212
(502) 873-2560 ext. 259
rtruman@archlou.org

Financial

Meliha Nedic
2222 West Market
Louisville KY 40212
(502) 873-2566 ext. 218
mnedic@archlou.org

Sincerely

Maria Koerner
Assistant Director, Kentucky Office for Refugees
Catholic Charities of Louisville