



Catholic Charities of Louisville

Notice of Subaward

1. Type of Action		2. Reason for Action	
Subaward: ☒		Initial Funding ☒	
Amended Subaward: ☐ Amendment No. :		Supplemental Funding ☐ Decrease in Funding ☐ Revision of Information ☐	
3. Federal Awarding Agency: Health and Human Services Administration for Children and Families Office of Refugee Resettlement		4. Federal Recipient: Catholic Charities of Louisville 2911 South Fourth Street Louisville KY 40208	5. Recipient Department Kentucky Office for Refugees 2222 West Market Street Louisville KY 40212
6. FAIN No: 1901KYRSOC 1801KYRSOC	7. Total Amount of Federal Funds awarded to Federal Recipient: \$932,007		8. Date Awarded to Federal Recipient 11/20/18
9. CFDA No: 93.566	10. CFDA Title: Refugee Support Services – Refugee School Impact Services		11. Federal Project Period 10/01/2018 to 09/30/2020
12. Subrecipient Organization: Name: Jefferson County Public Schools Street: 1325 Bluegrass Avenue City/State/Zip Code: Louisville, KY 40215		13. Subrecipient DUNS No. 062984430	
14. Subaward Period of Performance: 10/01/2018 Thru 09/30/2019		15. Subaward No: 254-107020-2019	
16. Total Amount of Federal Funds Subawarded by this Action during the Period of Performance: \$38,750 16a. Date awarded to subrecipient: 12/03/2018		17. Total Amount of Federal Funds Subawarded during the Period of Performance: \$38,750 17a. Final Date of Obligation 09/30/2019 17b. Final Date of Liquidation 11/30/2019	
18. Subrecipient is to be paid by Cash Advance ☐ Reimbursement ☒ 18a: Payment made by: Direct Deposit ☒ Check ☐		19. Authorized Representative of Subrecipient Name: Dr. Eli Beardsley Title: ESL Director	
20. PTE Remarks This award of \$38,750 represents the <u>first allocation</u> of the Total Approved budget of \$155,000. Your agency has permission to charge project expenses to this funding starting 10/01/2018. The budget period ends 09/30/2019. Your agency must submit a final financial report at the conclusion of each budget period. The financial report should tie to the Total Cumulative Expenditures (Box 14 on the Monthly Financial Report) submitted for reimbursement. Funds will be held if the financial report does not tie to the Total Cumulative Expenditures until they can be reconciled.			
21. Federal Recipient Lead Contact (Program) Name: Rylan Truman Email: rtruman@archlou.org Phone Number: 502-873-2560 ext 259		22. Federal Recipient Lead Contact (Financial) Name: Cielina Wallen Email: cwallen@archlou.org Phone Number: 502-873-2566 ext. 253	
23. Signature-Kentucky Office for Refugees: Director 			Date: 11-30-18
24. Signature- Catholic Charities of Louisville: Executive Director 			Date: 11-30-18

**CATHOLIC CHARITIES OF LOUISVILLE
KENTUCKY OFFICE FOR REFUGEES
SUBAWARD AGREEMENT: COVER PAGE**

Subrecipient: Jefferson County Public Schools		
Subaward # 254-107020-2019		DUNS # 062984430
FAIN # 1801KYRSOC & 1901KYRSOC		CFDA # 93.566
Program Title: Refugee School Impact Support Services Set-aside		
Period of Performance: 10/01/2018 THRU 09/30/2019		
Sub Office?	Address:	Sub Office Director:
Yes ☐		Phone Number:
No ☒		Email:
Program Reports are to be submitted: Quarterly ☐ Semi Annual ☒ Financial Reports are due monthly: 10 th of the Month Final Financial Report is due: 10 th of the month, for the final month of liquidation as indicated on 17b. of the Notice of Subaward.		
Subrecipient Program Manager: Eli Beardsley, PH.D.		
Email: elisha.beardsley@jefferson.kyschools.us		Phone Number: (502) 485-3563
Subrecipient Financial Contact: Marsha Kuffner		
Email: marsha.kuffner@jefferson.kyschools.us		Phone Number: (502) 485-3563
Summary Description of Federal Program: The RSI program's goals are to promote academic performance and successful integration of refugee youth and other youth served by ORR.		
Subaward Package Attachments: (a) Notice of Subaward (b) Standard Terms and Conditions (c) Program Specific Terms and Conditions (d) National Policy Requirements (e) Program Report Format (f) Financial Report Format with Approved Budget (g) Financial Report Instructions		

Agreed to and Signed:

In signing the subaward agreement, the individual agrees that the organization will assume the obligations imposed by applicable Federal statutes and regulations and terms and conditions of the subaward, including any assurances. 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.

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Signature of Authorized Representative

Date

The signed subaward cover page should be returned to Cielina Wallen, at cwallen@archlou.org



CATHOLIC CHARITIES OF LOUISVILLE INC

KENTUCKY OFFICE FOR REFUGEES

SUBAWARD AGREEMENT

STANDARD TERMS AND CONDITIONS:

The effort being performed by the subrecipient under this Agreement is part of the Federal Award received by Catholic Charities of Louisville (CC-LOU). Consequently, the terms and conditions specified by the Federal Award are hereby incorporated as a part of this Agreement and take precedence in the case of any inconsistencies with this Agreement. The subrecipient shall comply with all applicable State and Federal Statutes, laws, rules and regulations in the performance of this grant agreement, whether included in this grant agreement or not.

I. BACKGROUND AND QUALIFICATION: Wilson Fish Amendment: Public Law 98-473 [8 U.S.C. 1522 (e)(7)] 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.

45 CFR 400.301 provides the Office of Refugee Resettlement (ORR) director with the authority to designate a replacement when the state government withdraws from the refugee program. ORR has determined that Catholic Charities – Kentucky Office for Refugees will administer the provision of State Wide Coordination for the State of Kentucky as stipulated in the FY2016 Wilson Fish Guidelines.

CC-LOU is required, by the terms of the Grants and by regulations governing its role as the Wilson Fish Lead 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 Wilson Fish Lead agency and recipient of Federal Funds, to provide certain services under the Grants, and is authorized under the terms of the Grants to subaward 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 service plan. The Subrecipient hereby agrees to participate in the Federally Funded program reflected on the Notice of Subaward by providing services to refugees as described in the Service Plan, and incorporated herein and approved by CC-LOU, Kentucky Office for Refugees.

II. DEFINITIONS

Authorized Organizational Representative: The authorized organizational representative is the designated representative of the organization, who has the authority to act on the organization's behalf in matters related to the subaward and administration of grants.

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.

Non-Federal entity: Means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Pass-through Entity: Means a non-Federal entity that provides a Federal Award to a sub recipient to carry out a Federal Program.

Period of performance Means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal 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.

Personally Identifiable Information (PII): Means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. Some information that is considered to be PII is available in public sources such as telephone books, public Web sites, and university listings. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, email address, home telephone number, and general educational credentials. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information is made publicly available, in any medium and from any source, that, when combined with other available information, could be used to identify an individual.

Program Manager: Is the lead staff member of the subrecipient responsible for managing the program as funded by this subaward, including the submission of the program reports to the Kentucky Office for Refugees.

Service Plan: 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 program 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.

Subaward: Means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity.

Sub Office: Means a refugee resettlement office where Reception & Placement 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.

Unliquidated obligations: Means, for financial reports prepared on a cash basis, obligations incurred by the non-Federal entity that have not been paid (liquidated). For reports prepared on an accrual expenditure basis, these are obligations incurred by the non-Federal entity for which an expenditure has not been recorded.

Unobligated balance: Means the amount of funds authorized under a Federal award that the non-Federal entity has not obligated. The amount is computed by subtracting the cumulative amount of the non-Federal entity's unliquidated obligations and expenditures of funds under the Federal award from the cumulative amount of the funds that the Federal awarding agency or pass-through entity authorized the non-Federal entity to obligate.

III. FUNDING

- A. 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.
- B. 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.
- C. 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 KOR staff person indicated on the Notice of Subaward.
- D. 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.

IV. AUTHORIZED STATUTES AND REGULATIONS

- A. 45 CFR Part 75:** HHS is implementing the language in 2 CFR part 200 in these codified regulations.
- a) *Administrative requirements:* Subparts B through D of this part set forth the uniform administrative requirements for grant and cooperative agreements, including the requirements for HHS awarding agency management of Federal grant programs before the Federal award has been made, and the requirements HHS awarding agencies may impose on non-Federal entities in the Federal award.
 - b) *Cost principles:* Subpart E of this part establishes principles for determining the allowable costs incurred by non-Federal entities under Federal awards. The principles are for the purpose of cost determination and are not intended to identify the circumstances or dictate the extent of Federal Government participation in the financing of a particular program or project. The principles are designed to provide that Federal awards bear their fair share of cost recognized under these principles except where restricted or prohibited by statute.
 - c) *Single audit requirements and audit follow-up:* Subpart F of this part is issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). It sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of non-Federal entities expending Federal awards. These provisions also provide the policies and procedures for HHS awarding agencies and pass-through entities when using the results of these audits.
- B. HHS Grants Policy Statement (HHSGPS):** This subaward is subject to the requirements of the HHSGPS that are applicable to your agency as a subrecipient and the purpose of this subaward.
- C. HHS/ACF/Office of Refugee Resettlement Regulations**
- a) 45 Part 400 Refugee Resettlement Program
 - b) 45 Part 401 Cuban/Haitian Entrant Program
- D. 45 CFR 75.113:** Subrecipients must disclose, in a timely manner, in writing to CC-LOU and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal subaward. Disclosures to the HHS OIG must be sent to:
- U.S. Department of Health and Human Services
Office of Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW Cohen Building
Room 5527
Washington DC 20201

V. REPORTS AND RECORDS

- A. Programmatic Reporting:** The subrecipient agrees to provide programmatic reports no later than the due dates reflected in the agreement. Programmatic Reports received after the due date will be considered "Late." When 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 to CC-LOU no later than the 10th of month. Financial reports received after the due date will be considered "Late".
- 1. Any Program Income earned shall be reflected in the financial report, and will be treated as an additive to the budget.
 - 2. The subrecipient must submit a Final Financial Report at the conclusion of each performance period, and the report must be marked "Final". CC-LOU reserves the right to not reimburse the subrecipient for expenses not reflected in the Final financial report. The subrecipient's Profit and Loss Statement (P&L) must be submitted with the Final Monthly Financial report upon request of reimbursement.
- 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 any time 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 CC-LOU-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 period of performance as described in the subaward agreement, which adequately identifies the source and application of funds provided for grant 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 report for the period of performance. The only exceptions are as follows:
- 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.
 - When the subrecipient is notified in writing by the pass-through entity to extend the retention period.
 - Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
 - When records are transferred to or maintained by the pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
 - Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- 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 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 document.

VI. INTERNAL CONTROLS

The non-federal entity (subrecipient) must:

- Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- Take reasonable measures to safeguard protected personally identifiable information and other information the HHS awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

VII. 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 45 Part 75 Subpart F.

B. Audit Submission and Reporting: Subrecipients that expend \$750,000 or more a year in Federal awards must satisfy the single audit requirements of 45 Part 75 Subpart F.

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.

VIII. 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.

IX. 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 CC-LOU.

X. 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. Ensure that the sub office submits separate program reports specific to the sub office to CC LOU.
4. It is the responsibility of the main office to ensure that they receive a copy of the sub office's programmatic report for review.
5. The main office must submit separate financial reports for the main office and sub office to CC-LOU.
6. Submit any and all required documentation to CC-LOU on behalf of the sub office.
7. Any responsibilities not expressly discussed but under the purview of the subrecipient with management oversight of the sub office.

XI. STANDARDS FOR FINANCIAL MANAGEMENT

A. Financial Management System: Standards for the financial management system are outlined in the Subpart D 45 Part 75.302

1. Identification, in its accounts, of all Federal Awards and subawards received and expended and the Federal programs under which they were received. This includes the CFDA title and number, Federal award identification number and year, name of the HHS awarding agency, and name of the pass-through entity, if any.
2. Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
3. In addition, financial records must be properly closed out at the end of the period of performance and all reports submitted in a timely manner.
4. Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See §75.303.
5. Comparison of expenditures with budget amounts for each Federal award.
6. Written procedures to implement the requirements of §75.305.
7. Written procedures for determining the allowability of costs in accordance with Subpart E of 45 Part 75.

- 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 three 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, or
 3. A negotiated indirect cost rate between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate as defined in §75.414(f).

XII. PAYMENT TERMS AND CONDITIONS:

- A. Maximum Amount Available:** CC-LOU shall not be obligated to reimburse the subrecipient for costs incurred in excess of the total amount of Federal Funds awarded for the period of performance as reflected on the Notice of Subaward. 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 CC-LOU.
- B. Obligation of Funding:** The subrecipient may not incur any obligations after the deadline indicated for the period of performance.
- C. Liquidation of Obligations:** The subrecipient must liquidate all obligations no later than the deadline indicated for the period of performance.
- D. Unliquidated Unobligated Funding:** CC-LOU has the authorization to utilize the balance of unliquidated unobligated funding as reported in the Subrecipient's Final Financial Report per performance period for whatever purpose necessary for the benefit of the program during the Federal Project 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.
- F. 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 in advance of cost incurred provided that the following conditions exist. Whenever possible, advances will be consolidated to cover anticipated cash needs for all subawards made by CC-LOU to the subrecipient.
 - (a) Funds for the period of performance have been obligated by CC-LOU to the subrecipient in the form of a signed subaward agreement.
 - (b) 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.
 - (c) The subrecipient has a financial management system that meets the standards for fund control and accountability as established in 45 Part 75.302
 2. Reporting for the Advance: The subrecipient must submit requests on a monthly basis in the format provided by CC-LOU. 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.
 3. Timing of the Request: When requesting an advance from CC-LOU the subrecipient should submit the request no later than the 10th of the month, prior to the month the advance is needed.

4. Payment Period: A subrecipient shall be paid in advance to cover estimated expenditures based on the next month's expenditures. A subrecipient may not request an advance to cover expenditures that exceeds one month expenses. CC-LOU has 10 business days to review the request before the advance is provided. CC-LOU shall make payment, through direct deposit, no later than the 28th of the month, or the next business day. If the request for the advance is submitted to CC-LOU after the 10th of month, the advance will be processed as soon as feasibly possible.
5. Unexpended balances: If the final actual expenditures are less than the advance requested to cover the expenditures then 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 at the conclusion of the period of performance.

G. 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 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 45 CFR 75.302 (b)
- (d) Has not conformed to the terms and conditions of a previous subaward
- (e) Is not otherwise responsible.

A subrecipient may request reimbursement as a preferred means of payment.

1. Request for Reimbursement: The subrecipient shall submit the required monthly reimbursement form no later than the 10th of each month to the Lead Financial Contact as indicated on the Notice of Subaward. Any request for reimbursement that does not include the required monthly reimbursement form will not be processed for payment until the required financial report is submitted. The date the report is filed for reimbursement will be the date the required financial report is submitted. Reports submitted after the 10th of the month will be considered late. Direct Deposit is the preferred method of payment by CC-LOU, but will make payment by check when requested by the subrecipient.
- a) Payment by Direct Deposit: The subrecipient shall be paid monthly by reimbursement based on the submission of the monthly financial report submitted no later than the 10th of the month. CC-LOU shall make payment to the subrecipient by direct deposit no later than the first banking day after the 15th of the month. Reimbursement requests that are defined as "Late" will be paid to the subrecipient as soon as feasibly possible.
- b) Payment by Check: The subrecipient shall be paid monthly by reimbursement based on the submission of the monthly financial report submitted no later than the 10th of the month. CC-LOU shall make payment by check, defined as mailed and postmarked no later than the 30th of the month. Reimbursement requests that are defined as "Late" will be paid to the subrecipient as soon as feasibly possible.

XIII. REVISION OF BUDGET AND PROGRAM PLANS

CC-LOU anticipates that the subrecipient may need to modify its budget or other aspects of its approved service plan during the period of performance to accomplish the programmatic objectives. Therefore some changes may be made at the subrecipient's discretion as long as they are within the limits established by CC-LOU. In other cases, a prior written approval may be required before a subrecipient makes certain budget modifications or undertakes particular activities. The changes that require CC-LOU approval are outlined below. The request and the approval must be in writing for the revision to be valid. CC-LOU shall provide the written response to the subrecipient in a timely manner. All other changes, except for the changes described below, do not require prior approval.

A. PRIOR APPROVALS (PROGRAM):

The subrecipient shall request written approval from the Lead Program Contact indicated on the subaward for the following prior approvals:

1. Change in scope or objective of the service plan, even if there is not such associated budget revision.
2. Change in a key person such as staff reflected on the sub award cover page.
3. The disengagement from the project for more than three months, or a 25 percent reduction in the time devoted by the lead project manager.

4. Unless described in the service plan, the sub-contracting out of any work (individual or entity) under the sub-award. This does not apply to the procurement of supplies, material, equipment or general support services.

B. PRIOR APPROVALS (FINANCIAL) AND BUDGET REVISIONS

The subrecipient shall request written approval from the Lead Financial Contact indicated on the subaward for the following financial prior approvals and budget revisions.

1. The inclusion of costs, unless waived by the Federal Awarding agency, of costs that require prior approval in accordance with 45 CFR 75, Sub part E that were not reflected in the service plan approved by CC-LOU.
2. The transfer of funds budgeted for participant support costs as defined in §75.2 *Participant support costs* to other categories of expense.
3. For subawards in excess of \$100,000, if the transfer of funds among Catholic Charities of Louisville budget categories is expected to exceed 25 percent of the total budget as last approved by CC-LOU.
4. Direct costs not presented to CC-LOU in the approved budget.

XIV. CLOSE OUT

CC-LOU will close-out the Federal Subaward when it determines that all applicable administrative actions and all required work of the Federal award have been completed by the subrecipient. This section specifies the actions the subrecipient and CC-LOU must take to complete this process at the end of the period of performance.

- a) The subrecipients must submit, no later than deadlines indicated after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the subaward. CC-LOU may approve extensions when requested by the subrecipient.
- b) Unless CC-LOU authorizes an extension, subrecipients must liquidate all obligations incurred under the Federal subaward no later than the deadline indicated after the end date of the period of performance as specified in the terms and conditions of the Federal Subaward.
- c) CC-LOU must make prompt payments to the subrecipient for allowable reimbursable costs under the subaward award being closed out.
- d) The subrecipient must promptly refund any balances of unobligated cash that CC-LOU paid in advance that are not authorized to be retained by the subrecipient for use in other projects.
- e) Consistent with the terms and conditions of the Federal Subaward, CC-LOU must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.
- f) The subrecipient must account for any real and personal property acquired with Federal funds or received from the Federal Government.

XV. FAILURE TO LIQUIDATE SUBAWARD DURING PERFORMANCE PERIOD

The subrecipient has a responsibility to ensure Federal Funds subawarded to their agency are used for the public purpose designated for the program and to the maximum benefit of the stakeholders. CC-LOU may determine that the subrecipient will not liquidate their subaward by the conclusion of the Period of Performance based on the review of program and financial reports. The subrecipient will be provided an opportunity to review the implementation of their program to ensure funds awarded are forecasted to be liquidated by the conclusion of their period of performance. If results of the revised implementation are ineffective, Catholic Charities of Louisville may determine it is necessary to reduce the subrecipient's subaward prior to the end of their performance period. This will permit CC-LOU to utilize these funds in a different manner to ensure all funds awarded to CC-LOU are liquidated by the conclusion of the Federal Project Period. If a reduction is enacted then the subrecipient will receive an amended Subaward and be required to submit a budget revision to reflect the reduction of the subaward.

XVI. CORRECTIVE ACTION

When a subrecipient has a history of failure to comply with standard, programmatic, or specific terms and conditions of a Federal subaward, or failure to meet expected performance goals, or is not otherwise responsible, CC-LOU may impose additional specific award conditions as needed. These additional award conditions may include items such as:

1. Requiring payments as reimbursements rather than advance
2. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance
3. Requiring additional, more detailed financial reports
4. Requiring additional project monitoring
5. Requiring subrecipient to obtain technical or management assistance

6. Establishing additional prior approvals

If imposed, CC-LOU must notify the subrecipient of

1. The nature of additional requirements
2. The reason why additional requirements are being imposed
3. The time allowed for completing the actions, if applicable
4. The method for requesting reconsideration; any specific conditions must be promptly removed once the conditions that prompted them have been corrected.

XVII. DEFAULT OF TERMINATION OF AGREEMENT:

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.

- A. Non Compliance:** If corrective action does not result in improved performance by the subrecipient, or if it is determined that noncompliance cannot be remedied by imposing additional conditions, CC-LOU may take one or more of the following actions, as appropriate in the circumstances.
- (a) Temporarily withhold cash payments pending correction of the deficiency or more severe enforcement action.
 - (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - (c) Wholly or partly suspend or terminate the Federal subaward
 - (d) Initiate suspension or debarment proceedings as authorized under 2 CFR 180, and recommend such proceedings to be initiated by the Federal awarding agency.
 - (e) Withhold further Federal subawards for the project or program
 - (f) Take other legal remedies that may be legally available.
- B. If the agreement is terminated**
1. CC-LOU shall provide the subrecipient a written thirty day (30) notice of termination.
 2. Upon receipt of a termination notice the subrecipient shall take all immediate action to minimize all expenditures and obligations financed by this agreement and shall cancel unliquidated obligations as soon as possible.
 3. The subrecipient will be compensated for all actual and allowable expenses properly incurred prior to the date of termination.
- C. 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.
- D. Federal Funds Not Available:** If Federal Funds are not appropriated as anticipated or are otherwise unavailable, CC-LOU 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.
- E. Reception and & Placement (R&P) Contract:** If a refugee resettlement agency, including any respective sub offices, no longer participates in the R & P Program at any time during the period of performance, this agreement may be terminated. The R&P program is a Federally Funded Program through the Department of State, Bureau of Population, Refugees and Migration (PRM). The Cooperative Agreements are held with the National Voluntary Agencies. The resettlement agencies, and their respective National Voluntary Agencies include:
- Catholic Charities of Louisville: Migration and Refugee Services (USCCB)
Kentucky Refugee Ministries: Louisville and Lexington (CWS)
WKRMAA dba International Center: Bowling Green and Owensboro (USCRI)
- The termination of the agreement will follow the procedures of XVII. B. 1-3.
- F. 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-LOU shall give a 10-day written notice of termination.

- G. Upon receipt of any termination notice, the subrecipient shall stop incurring costs. The subrecipient shall promptly deliver to CC-LOU 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.
- H. 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 terminate 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.

XVIII. 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. 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.

XIX. 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 the 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.

XX. 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. Subrecipient shall be exclusively responsible for the payment to its employees and contractors of all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, compliance with wage and hour laws, and all other employment laws.

XXI. SPECIFIC TERMS AND CONDITIONS: 45 CFR. 207 (If left blank, then no Specific Terms or Conditions exist)

CATHOLIC CHARITIES OF LOUISVILLE INC KENTUCKY OFFICE FOR REFUGEES SUBAWARD AGREEMENT

PROGRAM TERMS AND CONDITIONS

Subrecipient: Jefferson County Public Schools	Subaward # 254-107020-2019
FAIN 1901KYRSOC & 1801KYRSOC	CFDA 93.566
Program Title: Refugee School Impact Support Services Set-aside	
Period of Performance: 10/01/2018 THRU 09/30/2019	
Program Reports are Due: February 15, June 15, and October 15 <i>If these dates fall on a weekend, the report is due the following Monday</i>	
Program Terms and Conditions: These are performance outcomes, references and/or other expectations that are specific to the Federal Award referenced above but not reflected in the standard terms and conditions.	
Grant recipients must provide services in accordance with 45 C.F.R. Part 400. ORR encourages grant recipients to use the following approaches to meet the goals of the RSI program:	
• Specialized services and support for eligible youth. ○ Examples of services include ESL classes, tutoring, newcomer or transitional programs, after school and summer programs, mentoring, behavioral health supports, and programming that supports integration. • Support for families learning to navigate the U.S. education system. ○ Examples of services include school-specific orientation for both families and students, navigators or cultural brokers, and language access. • Capacity development for school systems, including education and training for staff around the unique and varied needs of refugees, and access to necessary resources. ○ Examples of services include specialized trainings for school staff, ensuring language access by offering translated documentation, interpretation, and specialized staff dedicated to working with the population. • Facilitating partnerships between stakeholders to coordinate planning and implementation of programs and to ensure efficient use of funds. ○ Examples include partnerships with local departments of education, community and faith-based organizations, local health care providers, and other youth serving providers.	
Jefferson County Public Schools will primarily use grant funds to support summer programming for eligible refugee students. The district will also use grant funds to purchase instructional materials for eligible students attending the Newcomer Academy and to support staff professional development in instructing English Learners. JCPS will be responsible for reporting on the following outcome objectives as detailed in the district's approved service plan:	
PROGRAM	OUTCOME
# of clients expected to achieve outcome/# of expected participants (FY2019 annual projection)	
KRM and CC Summer Programs	Expected Outcome Eighty percent of the students at Catholic Charities and Kentucky Refugee Ministries summer
80/100 (80%)	



	programs will gain in their knowledge of instructional and social language that are part of the rituals and routines in elementary classrooms. The teachers will conduct pre- and post-assessments on the summer program learning targets that were developed by the teachers. Eighty percent of the students will meet more than 50% of the learning targets in the areas of speaking, listening, social skills, writing, reading, math, and science.		
Accelerate to Graduate Summer Credit Opportunity	All refugee students participating in this program will earn at least 1 credit over the summer in a needed course for graduation	35 / 35 (100%)	
Literacy, Math, and Technology Summer Programs at Newcomer Academy	Expected Outcomes This program will focus on basic math and literacy skills to help with transitioning to comprehensive middle and high schools. Literacy activities will work on reading stamina, fluency, book clubs. Math skills will target pre-Algebra, Geometry, and deeper learning opportunities in math. Time for deeper learning opportunities for robotics and maker space will be developed as well. 100% of students will show growth in fundamentals of reading and math.	70/75 93% attendance or higher	
KRM Summer Connect Program	Expected Outcomes This program focuses on technology, digital literacy, arts and culture for recently arrived high school refugee students. Refugee students will complete a pre and post assessment on digital literacy / technology skills. 100% of students will show growth in digital literacy and technology skills.	30/30 100%	

SUBAWARD AGREEMENT

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 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. This guidance can be found here:

<http://www.hhs.gov/ocr/civilrights/resources/laws/revisedlep.html>

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.

(September 2015)