

**TEXAS CENTER FOR THE JUDICIARY  
CHILDREN'S JUSTICE ACT PROJECT  
GENERAL GRANT TERMS AND CONDITIONS**

By acceptance of this award, Subgrantee agrees to comply with the terms and conditions detailed below. Failure to comply with these terms and conditions may result in the loss of Federal funds and may be considered grounds for the suspension or termination of this grant.

This award is subject to the following terms, conditions and provisions:

**PROGRAM STANDARDS**

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

**ADMINISTRATIVE REQUIREMENTS**

2. Uniform Grant Management Standards (UGMS), 2004.
3. The following regulations from Title 45 of the Code of Federal Regulations (CFR):

- 45 CFR Part 16** Procedures of the Departmental Grant Appeals Board;
- 45 CFR Part 30** Claims Collections;
- 45 CFR Part 76** Debarment and Suspension from Eligibility for Financial Assistance (Nonprocurement);
- 45 CFR Part 80** Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title IV of the Civil Rights Act of 1964;
- 45 CFR Part 81** Practice and Procedures for Hearings Under Part 80 of this Title;
- 45 CFR Part 84** Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
- 45 CFR Part 86** Nondiscrimination on the Basis of Sex in Education Program and Activities Receiving or Benefiting from Federal Financial Assistance;
- 45 CFR Part 87** Equal Treatment for Faith-Based Organizations;
- 45 CFR Part 91** Nondiscrimination on the Basis of Age in Health and Human Services Programs or Activities Receiving Federal Financial Assistance;
- 45 CFR Part 93** New Restrictions on Lobbying;
- 45 CFR Part 97** Consolidation of Grants to the Insular Areas;
- 45 CFR Part 100** Intergovernmental Review of Department of Health and Human Services Programs and Activities.

4. If Subgrantee is a nonprofit organization or an institution of higher learning:

**45 CFR Part 74** Uniform Administrative Requirements For Grants and Agreements with Institutions of Higher Educations, Hospitals, and other Non-Profit Organizations;

**2 CFR Part 230** Cost Principles for Nonprofit Organizations.

5. If Subgrantee is a state or local government:

**45 CFR Part 92** Uniform Administrative Requirements for Grants and Cooperative Agreements to State, and Local, and Tribal Governments;

**2 CFR Part 225** Cost Principles for State, Local and Indian Tribal Governments.

6. The following Circular from the Office of Management and Budget:

**OMB Circular A-133** Audits of States, Local Governments, and Non-Profit Organizations and the **Single Audit Act of 1984**, as amended.

7. Direct Federal grants, subawards, or contracts under this program shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program. Regulations pertaining to the prohibition of Federal funds for inherently religious activities can be found on the HHS website at: <http://www.os.dhhs.gov/fbc/waisgate21.pdf>.

8. Federal grant funds provided under this award may not be used by the grantee or any subgrantee to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations. This prohibition is related to the use of Federal grant funds and is not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources. (See 45 CFR Part 93.)

9. In accordance with Public Law 103-333, the "Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995," the following provisions are applicable to this grant award:

a. Section 507: "Purchase of American-Made Equipment and Products – It is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made."

b. Section 508: "When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all States receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources."

10. In accordance with Part C of Public Law 103-227, the "Pro-Children Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day

care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

11. The above language must be included in any subawards that contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

## **DEBARMENT AND SUSPENSION**

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

## **MONITORING**

13. TCJ will monitor Subgrantee's compliance with the performance obligations and fiscal requirements of this Agreement using appropriate and necessary monitoring and inspections. If Subgrantee is designated as high-risk, TCJ reserves the right to impose additional monitoring requirements. TCJ has the right to examine all records, books, papers, or documents related to this Agreement.

## **COMPENSATION AND PAYMENT METHOD**

14. TCJ agrees to pay Subgrantee a sum not to exceed the amount on page 1 of the grant award. Payments for services performed during the term of this Agreement shall be made according to the methods set forth below:
  - a. Payment under this Agreement will be on a reimbursement basis.
  - b. Subgrantee agrees to submit monthly Requests for Reimbursement within thirty (30) days after the end of the billing period to the TCJ address shown on page 4 of this Agreement.
  - c. Subgrantee agrees to use the Request for Reimbursement form provided by TCJ.
  - d. To be eligible for reimbursement under this Agreement, a cost must be incurred in accordance with the plan of action, applicable Cost Principles, and within the grant period specified on page 1 of this Agreement.
  - e. Subgrantee agrees to maintain all checks supported by appropriate documentation. Documentation may include copies of contracts, invoices, purchase orders, canceled checks, etc. and must be kept in accordance with generally accepted accounting principles and state and federal procurement and purchasing requirements. Staff salaries and wages must be supported by personnel activity reports, as prescribed in the applicable Cost Principles.
  - f. TCJ will review each reimbursement request to: (1) determine compliance with this Agreement; and (2) ensure that all expenditures further eligible program goals.
  - g. TCJ will exercise good faith to make payments within thirty (30) days of the payment request. Payments, however, are contingent upon the availability of appropriated funds.

## **PERFORMANCE REPORTING**

15. Subgrantee shall submit biannual performance reports. The first report will cover the first six months of funding, and is due no later than thirty (30) days following the close of the reporting period. A final performance report covering all twelve months of funding must be submitted no later than thirty (30) days following the close of the grant period. TCJ reserves the right to require more frequent reporting.
16. Subgrantee will use the Performance Report form provided by TCJ.

## **FINANCIAL REPORTING**

17. Subgrantee shall submit biannual financial reports. The first report will cover the first six months of funding, and is due no later than thirty (30) days following the close of the reporting period. A final financial report covering all twelve months of funding must be submitted no later than thirty (30) days following the close of the grant period. TCJ reserves the right to require more frequent reporting.
18. Subgrantee will use the Financial Status Report form provided by TCJ.

## **OTHER REPORTING**

19. Subgrantee shall promptly advise TCJ in writing of events that will have a significant impact upon this Agreement, including:
  - a. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any TCJ or federal assistance needed to resolve the situation; and
  - b. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

## **LOGO CREDIT**

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

## **PRIOR APPROVALS**

22. Subgrantee will abide by the applicable administrative requirements (45 CFR 74 and 92), cost principles (2 CFR Parts 220, 225 and 230), and the terms and conditions of this agreement regarding prior approval requirements.

## **AUDIT REQUIREMENTS**

23. Subgrantees who expend \$500,000 or more in federal grant money annually shall engage an independent, licensed Certified Public Accountant to conduct an annual OMB Circular A-133 audit. Subgrantee shall submit a copy of the audit report no later than fifteen (15) days after receipt from the audit firm.

## **DISALLOWANCE**

24. In the event Subgrantee claims and receives payment from TCJ for a service, reimbursement for which is later disallowed, Subgrantee shall promptly refund the disallowed amount to TCJ on request, or at its option, TCJ may offset the amount disallowed from any payment due or to become due to Subgrantee under this Agreement or any other agreement. Similarly, a disallowance under a prior agreement may be offset against this Agreement.

## **WITHHOLDING PAYMENT**

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

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

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

## **AMENDMENTS**

27. This Agreement may be amended by mutual written consent of both parties.

## **RECORDS**

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

## **INDEMNIFICATION**

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

## **DISPUTES AND REMEDIES**

33. This Agreement supersedes any prior oral or written agreements.
34. Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by Subgrantee in support of Agreement work.
35. Disputes concerning performance or payment shall be submitted to TCJ for settlement, with the Executive Director or his or her designee acting as final referee.

## **TERMINATION**

36. This Agreement shall remain in effect until Subgrantee has satisfactorily completed all services and obligations described herein and these have been accepted by TCJ, unless:
  - a. This Agreement is terminated in writing with the mutual consent of both parties;
  - b. There is a written thirty (30) day notice by either party; or
  - c. TCJ determines that the performance of the project is not in the best interest of TCJ and informs Subgrantee that the project is terminated immediately.
37. Subgrantee shall neither incur nor be reimbursed for any new obligations after the effective date of termination.

## **INSPECTION OF WORK**

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

## **PROCUREMENT AND PROPERTY MANAGEMENT**

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

## **PROGRAM INCOME**

40. Program income earned during the grant period shall be retained by the Subgrantee and deducted from the total project or program allowable cost in determining the net allowable costs on which the Federal share of the cost is based.

## **CONFLICTING POLICIES**

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