



EQUAL JUSTICE WORKS STANDARD GRANT PROVISIONS FOR FEDERAL AWARDS

For Agreements with Non-Profit Organizations

Appendix (8)

1. ACCOUNTING, INSPECTION, RECORD RETENTION, and AUDITING

- 1.1 Subrecipient shall maintain books, records, documents and other evidence relating to the project in accordance with Generally Accepted Accounting Principles (GAAP) to sufficiently substantiate expenditures charged to this Sub-award, as well as any reported cash or contributions in-kind cost share or matching requirement. Accounting records that are supported by documentation will at a minimum be adequate to clearly support all transactions incurred under the Sub-award, all cost of the project supplied by other sources, and the overall progress of the project.
- 1.2 Subrecipient shall provide Equal Justice Works, or its duly authorized representative, access to any books, documents, papers and records of Subrecipient which are directly pertinent to the specific project for the purpose of making audits, examinations, excerpts and transcripts. Records would include: books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, time and attendance or time and effort reports for personnel charged to the Sub-award, cancelled checks, and related documents and records.
- 1.3 Federal regulation requires that recipients of federal assistance funds retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of a grant, or may reasonably be considered pertinent to a grant, for a **period of seven (7) years** from the date of the final financial statement report that includes expenditures from this Sub-award. These records may be subject to an audit by the federal donor agency, Equal Justice Works, and/or their respective representatives. All records shall be maintained for such longer period, if any, as is required to complete an audit or to resolve all questions concerning expenditures, unless written approval has been obtained from Equal Justice Works to dispose of the records.
- 1.4 If Subrecipient becomes aware of any threatened or pending litigation, claims, or audits before the expiration of the three-year period, all records shall be retained until such litigation, claims or audit findings involving the records have been resolved.
- 1.5 Subrecipient agrees that it shall have annually either an organizational audit of federal funds or a program specific audit of the funds provided under this Sub-award as well as the financial statements of the organization as a whole, in accordance with OMB Circular A-133 Audit Guidelines. The audit shall be a financial audit performed in accordance with the Government Audit Standards issued by the Comptroller of the United States.

- 1.6 The Subrecipient's A-133 audit report shall be submitted to Equal Justice Works as soon as completed and include all management letter comments, findings or adjustments that are specific to the Agreement.
- 1.7 Equal Justice Works reserves the right to conduct a Sub-award project monitoring (financial and programmatic) every three to six months of the project term, or as Equal Justice Works deems necessary to respond to specific concerns. Refusal to participate in an audit will delay or cancel fund allocations.
- 1.8 The Subrecipient is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the sub-award and can be properly accounted for.

2. REFUND

- 2.1 Subrecipient will be required to submit to Equal Justice Works within fifteen (15) days from the Sub-award completion date all unused funds for forwarding to the federal donor agency.

3. TERMINATION AND SUSPENSION

- 3.1 Equal Justice Works may suspend or terminate this award at any time, in whole or in part, if and when it is determined that the Subrecipient has materially failed to comply with the terms and conditions of the Sub-award.
- 3.2 Equal Justice Works may terminate this award at any time if funding is no longer available for the grants program, or if the federal donor agency unilaterally terminates the program due to extraordinary circumstances.
- 3.3 In the event of termination and/or suspension of the Agreement, Subrecipient will be notified in writing by Equal Justice Works at least fifteen (15) days prior to the effective termination or suspension date. Upon notification, Subrecipient shall take immediate action to minimize all expenditures against the Sub-award.
- 3.4 In the event of termination for non-compliance with the terms of this Agreement, the Subrecipient may be subject to other legal or administrative remedies, as appropriate.
- 3.5 No expenses can be charged against the grant after the effective date of termination. In the event of termination, Subrecipient shall submit a final accounting and return to Equal Justice Works all unspent funds provided under the Sub-award no later than thirty (30) days after termination.
- 3.6 In the event of withdrawal from or termination of this Agreement by the Subrecipient, Subrecipient shall refund all amounts that have been disbursed for purposes, which are not in accordance with the terms of this Agreement.
- 3.7 In the event of suspension, the Subrecipient will return on demand to Equal Justice Works any unspent cash balance. Subrecipient is required to submit a Financial Report



as of the date of suspension. Subrecipient is required to refund all amounts that have been disbursed for purposes that are not in accordance with the terms of the Agreement.

4. DISPUTES

- 4.1 Equal Justice Works staff may consult with the federal donor agency to determine the best course of action regarding any disputes that arise under this Agreement.
- 4.2 In the event of a dispute, Subrecipient shall send a written notice of dispute to Equal Justice Works before contacting the federal donor agency or taking any legal action. The parties shall discuss this notice of dispute within seven (7) calendar days of receipt by Equal Justice Works. If the parties are unable to resolve such a dispute at the program-staff level, Subrecipient has the right to appeal to the officers of Equal Justice Works and shall be given an opportunity to be heard and to offer evidence in support of its appeal. Any appeal made under this provision shall be made in writing and addressed to the Executive Vice President at Equal Justice Works.
- 4.3 If the parties are unable to resolve the dispute at the officer level, only then may the Subrecipient provide a copy of the appeal to the Sponsor's grant manager.

5. LIMITATION

- 5.1 Equal Justice Works and Subrecipient understand and acknowledge that, except as expressly provided in this Agreement, there is no other obligation whatsoever to provide additional support to Subrecipient for purposes of this or any other project.

6. PROHIBITION OF SUPPLANTING

- 6.1 Subrecipient shall use federal funds to supplement existing funds for program activities and may not replace (supplant) nonfederal funds that have been appropriated for the same purpose. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this Agreement, and civil and/or criminal penalties.

7. INSURANCE AND INDEMNIFICATION

- 7.1 The Subrecipient shall maintain all appropriate insurance coverage during the period this Agreement remains in effect, including professional malpractice and liability insurance as applicable to its activities. Equal Justice Works may at any time request the Subrecipient to provide written proof of insurance.
- 7.2 The Subrecipient shall hold Equal Justice Works harmless for any loss or damage that may occur during transportation or delivery of project goods or services.
- 7.3 The Subrecipient agrees to release, indemnify, and hold harmless Equal Justice Works, its officers, directors, employees, agents and its respective heirs, legal representatives,



successors and assigns, from any and all claims, demands, liabilities, expenses (including reasonable attorney's fees and disbursements, court costs, judgments, settlements and fines) arising out of, resulting from, or in connection with the performance of this Agreement by the Subrecipient or a partner, officer, director, employee, agent, or client of the Subrecipient, including individuals whose work is funded under this Agreement. This paragraph shall survive termination or expiration of this Agreement.

7.4 Equal Justice Works agrees to indemnify and hold Subrecipient harmless from any and all claims, losses, debts or judgments, including attorney's fees and costs, if any, for copyright or trademark infringement in connection with Subrecipient's use of the Equal Justice Works' approved name and logo in the performance of this Agreement.

8. FORCE MAJEURE

8.1 Neither party shall be liable in damages or have the right to terminate the named Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to acts of god, government restrictions, wars, insurrections, acts of terrorism, and/or any other cause beyond the reasonable control of the party whose performance is affected.

9. AMENDMENT

9.1 This Agreement may be amended, in writing, and by formal modifications to the basic Sub-award document, after formal consultations and agreement between the parties to the agreement.

10. PROCUREMENT

10.1 Recipients of federal funds must abide by procurement standards and provisions as defined in 2 CFR Part 215. Subrecipient must seek written approval from Equal Justice Works for any expenditure not included in the approved budget relevant to this agreement.

10.2 All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflict of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. To ensure objective Subrecipient performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurement. Awards shall be made to the bidder or offer that's bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offer must fulfill in order for the bid or offer to be evaluated by the recipient.

- 10.3 Any and all bids or offers may be rejected when it is in the Subrecipient's interests to do so. Any expense over the small purchase threshold of \$3,000 must undergo a Bidding Process.
- 10.4 The Subrecipient should seek an approval from Equal Justice Works for capital expenses, which are not included in the Sub-award budget, worth \$5,000 or more. The Subrecipient shall on request make available to Equal Justice Works any pre-award review and procurement documents such as the Request for Proposal or invitations for bids, independent cost estimates etc., when any of the following conditions apply:
- a) Subrecipient failed to comply with the procurement standards.
 - b) When procurement is awarded without competition or only one bid or offer is received in response to a solicitation.
 - c) When the procurement which is expected to exceed the small purchase threshold specifies a "brand name" product
 - d) The proposal award over the small purchase threshold is awarded to other than the apparent low bidder under a sealed bid procurement
 - e) A proposed contract modification changes the scope of contract or increases the contract amount by more than the amount of the small purchase threshold.

11. PROPERTY

- 11.1 Any property procured through this Agreement will remain vested with the Subrecipient, unless the residual value is greater than or equal to \$5,000, in which case Subrecipient must request disposition instructions from Equal Justice Works. The Subrecipient may request, in writing, that property greater than or equal to \$5,000 remain with the Subrecipient, provided that adequate justification is supplied.
- 11.2 The Subrecipient must take all reasonable actions to protect property purchased through the Sub-award funds from being damaged or stolen. If equipment or supplies are stolen/damaged, the Subrecipient must report to Equal Justice Works in writing the cause and circumstances. Equal Justice Works reserves the right to hold the Subrecipient responsible, and Subrecipient agrees to cover the costs of any damaged or stolen property in its possession or control or for which it has responsibility.

12. PUBLICATIONS and ACKNOWLEDGMENT

- 12.1 All publications created under the named sub-agreement must be consistent with the purposes of the award, and subject to any restrictions therein.
- 12.2 Equal Justice Works shall at its discretion have full access to and usage of any materials, in complete or excerpted form, produced as a result of work carried out under this Agreement. Possible uses include publication in Equal Justice Works publications, on the Equal Justice Works' website, and in local and national events

or education tools. Subrecipient shall be accorded acknowledgment for any materials produced by the Sub-award and used by Equal Justice Works.

- 12.3 Equal Justice Works shall provide to the Subrecipient, upon request to communications@equaljusticeworks.org, brand identity guidelines for use by the Subrecipient when acknowledging Equal Justice Works. The Subrecipient agrees that in the release of information relating to the named Sub-Agreement such release shall include statements to the effect that the project or effort depicted was sponsored by the Sponsor (consistent with any special conditions) and Equal Justice Works.
- 12.4 A copy of each item planned for publication shall be submitted to the Equal Justice Works Program Manager simultaneously with its submission for publication. Copies of all publications or promotional materials shall be forwarded to the Equal Justice Works Program Manager as they become available, even though publication may in fact occur subsequent to the termination date of this award.
- 12.5 Prior to release to the public, the Subrecipient shall notify the Equal Justice Works Program Manager of the following: planned news releases, planned publicity, advertising material concerning sub agreement work, and planned presentations meetings. This provision is not intended to restrict dissemination of publication; the purpose is to inform Equal Justice Works of planned public release of information in order to adequately respond to inquiries and to be alert to the possibility of inadvertent release of information, which could be taken out of context.

13. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 13.1 By signing this agreement, the Subrecipient represents and certifies that neither it nor its officers, directors, employees, or agents are presently debarred, suspended, ineligible, or voluntarily excluded from Federal Procurement or Non-procurement Programs.
- 13.2 Equal Justice Works, as a best practice and in the spirit of due diligence, is within its right to maintain and may seek records containing identifying information about the Subrecipient and its representatives in order to demonstrate that it conducted a reasonable search of public information to determine whether or not the Subrecipient is presently excluded from receiving federal funds and is not referenced on the U.S. Government *Excluded Parties List System*.

14. CERTIFICATION REGARDING ANTI-TERRORISM COMPLIANCE

- 14.1 Executive Order 13224 and the USA Patriot Act prohibits recipients of federal funds from knowingly conducting business with, employing individuals from, or contributing funds to persons or entities associated with terrorist activities or support.
- 14.2 A recipient of federal funds, either directly or through a pass-through arrangement, must certify that it will comply with the Anti-Terrorism Certification as a condition of receiving the funds.

- 14.3 By signing this Agreement, the Subrecipient certifies that, as of the date on which this Agreement is executed, the Subrecipient named in this Agreement does not knowingly employ individuals or contribute funds to entities or persons on either the Department of Treasury's Office of Foreign Assets Control *Specially Designated Nationals List*, the *Terrorist Exclusion List*, or any other watch list produced by or recognized by the federal government that may amend, supplement, or supersede any or all of the above mentioned lists.
- 14.4 Should any change in circumstances pertaining to this certification occur at any time, the Subrecipient will notify the Equal Justice Works immediately, and/or at minimum, re-certify on an annual basis.
- 14.5 Equal Justice Works, as a best practice and in the spirit of due diligence, is within its right to maintain and may seek records containing identifying information about the Subrecipient and its representatives in order to demonstrate that it conducted a reasonable search of public information to determine whether or not the Subrecipient has been implicated in any questionable activity and is not referenced on any of the U.S. government watch lists mentioned above.

15. CERTIFICATION REGARDING CIVIL RIGHTS & SEXUAL HARRASMENT COMPLIANCE

- 15.1 The Subrecipient shall comply with nondiscrimination requirements contained in various federal laws.
- a. No person with responsibilities in the operation of the project shall discriminate against any Equal Justice Works Legal Fellow, member of the staff of, or beneficiary of the project with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.
 - b. Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. The Subrecipient is responsible for violations of the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:
 - i. Acts of "quid pro quo," sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether Equal Justice Works, Sponsor, or the Subrecipient, their agents, or supervisory employees should have known of the acts.
 - ii. Unwelcome sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature which have the purpose or effect of creating an intimidating, hostile, or offensive service environment.
 - iii. Acts of sexual harassment toward Equal Justice Works Legal Fellows, employees or non-employees, where the Subrecipient, their agents, or supervisory employees knew or should have known of the conduct, unless they took immediate and appropriate corrective action.
- 15.2 The Subrecipient must promptly notify Equal Justice Works in writing, verbally, or both, of such complaints as the issue arises. If a court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability,



or age against Subrecipient after a due process hearing, the Subrecipient agrees to forward a copy of the finding to the Equal Justice Works Program Manager.

16. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

16.1 Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for 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, by Federal grant, contract, loan, or loan guarantee. (The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.) Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing the named Sub-Agreement, the Subrecipient certifies that it will comply with the requirements of the Act.

17. CERTIFICATION Regarding Drug Free Workplace Requirements

17.1 The Subrecipient certifies that it will or will continue to provide a drug-free workplace.

18. CERTIFICATION REGARDING LOBBYING ACTIVITIES

18.1 In general as a matter of federal law, federal funds awarded may not be used by the Subrecipient either directly or indirectly to support or oppose the enactment, repeal, modification, or adoption of any law, regulation or policy at any level of government. See 18 USC 1913 and 2 CFR 450. Subrecipient shall not use federal funds for lobbying and agrees to disclose any lobbying activities by submitting Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

19. CERTIFICATION REGARDING STANCE ON PROSTITUTION

19.1 The federal government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing and contribute to the phenomenon of trafficking in persons. Subrecipient certifies it will not use U.S. Government funds to lobby for, promote, or advocate the legalization or regulation of prostitution as a legitimate form of work.

21. OTHER PROVISIONS

20.1 Unless otherwise indicated, the appropriate provisions of *Appendix A* in 28 CFR-70 (for Sub-grants with source funding from DOJ), 22 CFR-145 (for Sub-awards with source funding from the DOS, or 45 CFR-74 (for Sub-awards with source funding from DHHS) are adopted by reference. Other regulatory provisions may apply to this Agreement.

21. GOVERNING LAW

21.1 This Agreement shall be interpreted and construed according to, and governed by, the substantive laws of the District of Columbia, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in the Venue cited in the Agreement shall have jurisdiction to hear any dispute under this Agreement.