**GRANT SUBCONTRACT  
BETWEEN**

\_\_\_\_\_\_ **AND**

\_\_\_\_\_\_

1. COMMUNICATIONS AND CONTACTS:

All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Subcontract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:   
  
For:

\_\_\_\_\_\_  
  
For Recipient:

\_\_\_\_\_\_

1. TERM OF SUBCONTRACT:

B.1. This Grant Subcontract issued and entered into pursuant to by and between \_\_\_\_\_\_ (“\_\_\_\_\_\_”), and \_\_\_\_\_\_**,** (“Recipient”), is for the provision of \_\_\_\_\_\_by providing evidence based services, as further defined in the "SCOPE OF SERVICES".

B.2. This Grant Subcontract shall be effective on \_\_\_\_\_\_ (“Effective Date”) and extend for a period of \_\_\_\_\_\_ (\_\_\_\_\_\_) months after the Effective Date (“Term”). \_\_\_\_\_\_will have no obligation for services rendered by the Recipient that are not performed within this term.

B.3. Maximum Liability. In no event shall the maximum liability of \_\_\_\_\_\_ under this Grant Subcontract exceed $\_\_\_\_\_\_ [DOLLAR AMOUNT] **(**WRITTEN AMOUNT**)** (“Grant Amount”). The Subcontract Budget, attached and incorporated as Attachment A-1 is the maximum amount due the Recipient under this Grant Subcontract.

1. STATEMENT OF WORK/PROJECT NARRATIVE/SCOPE OF SERVICE:

Scope of Service. The Recipient shall provide the scope of services and deliverables (“Scope”) as required, described, and detailed in this Grant Subcontract. The Recipient shall comply with and perform all services, functions, and/or requirements as stated in \_\_\_\_\_\_application under which this Grant Subcontract is awarded, and that is hereby incorporated into this Grant Subcontract as Attachment A, attached hereto.

1. SERVICE / TIME RECORDS:

Service / Time Records. The method used to document service/time records. Service/time records should include at a minimum:

* 1. Hours and dates worked on the project for each professional service contract position / staff person;
  2. A description of services performed for each professional service contract position / staff person; and
  3. Records of actual supplies used and/or operating expenses incurred that are allowable under the subcontract.

1. CONTRACT TERMINATION:

Contract Termination. Suitable provisions for termination by the subrecipient, including the manner by which it will be effected and the basis for settlement. Such provisions normally include:

* 1. Termination for default in performance
  2. Termination for convenience of subrecipient (e.g., discontinuation of federal funds.)

1. PAYMENT TERMS AND CONDITIONS:

Payment Terms and Conditions. A description of compensation and method of payment:

* 1. If the subrecipient will pass the grant through to a separate implementing agency, then the professional service contracts must include an annual budget for each year that the subcontract is in effect.
  2. If required, professional service budgets should be submitted using the same budget format required for the particular funding source. Budgets should be descriptive and complete.

G. RECORDS ACCESS:

G.1. Records. The Recipient shall maintain documentation for all charges under this Grant Subcontract. The books, records, and documents of \_\_\_\_\_\_ and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Subcontract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Recipient’s records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The books, records, and documents of the Recipient insofar as they relate to work performed or money received under this Grant Subcontract are subject to audit at any reasonable time and upon reasonable notice by \_\_\_\_\_\_ or its duly appointed representatives. Records must be maintained in accordance with the standards outlined in the \_\_\_\_\_\_ Grants Manual. The financial statements must be prepared in accordance with generally accepted accounting principles.

The Recipient shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Recipient shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Recipient shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

G.2. Records Access. A provision allowing the funding authority (the subrecipient, OCJP, the U.S. Department of Justice, and the Comptroller General of the United States, or any of their duly-authorized representatives) to have access, for purpose of audit and examination, to any records pertinent to the grant upon demand.

G.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Recipient by \_\_\_\_\_\_ or acquired by the Recipient on behalf of \_\_\_\_\_\_ that is regarded as confidential under state or federal law shall be regarded as “Confidential Information.” Nothing in this Section shall permit Recipient to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Recipient due to intentional or negligent actions or inactions of agents of \_\_\_\_\_\_ or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. The Recipient shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

G.4. Disclosure of Personally Identifiable Information. The Recipient shall report to \_\_\_\_\_\_ any instances of unauthorized disclosure of personally identifiable information that come to the attention of the Recipient. Any such report shall be made by the Recipient within twenty-four (24) hours after the instance has come to the attention of the Recipient. \_\_\_\_\_\_, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Recipient shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Subcontract or otherwise available at law.

G.5. Monitoring. The Recipient’s activities conducted and records maintained pursuant to this Grant Subcontract shall be subject to monitoring and evaluation by the Comptroller of the Treasury, or their duly appointed representatives.

The Recipient’s activities conducted and records maintained pursuant to this Grant Subcontract are also subject to monitoring and evaluation by \_\_\_\_\_\_ or the duly authorized representatives. The Recipient must make all audit, accounting, or financial records, notes, and other documents pertinent to this Grant Subcontract available for review by the \_\_\_\_\_\_ or \_\_\_\_\_\_’s representatives, upon request, during normal working hours.

G.6. Restrictions Regarding Non-Disclosure Agreements related to Confidentiality and Reporting Waste, Fraud, and Abuse. No recipient under this subcontract or subaward or entity that receives any funds under this agreement, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibit or otherwise restricts or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, and abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this subaward or contract, the Recipient
   1. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
   2. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of)such obligations only if expressly authorized to do so by that agency.
2. If the Recipient does or is authorized to make further subawards or contracts under this subaward,
3. it represents that :

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

H. OFFICE OF CRIMINAL JUSTICE PROGRAMS REQUIRED NONPROFIT SUBRECIPIENT LANGUAGE:

H.1. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

H.2. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

* 1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions.
  3. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 135

H.3. Nondiscrimination OPTION 1 when subcontracting with a nonreligious entity:

Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Nondiscrimination OPTION 2 when subcontracting with a religious entity:

Nondiscrimination. The Grantee agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the basis of any classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

H.4. Public Accountability. If the Recipient is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Subcontract involves the provision of services to citizens by the Recipient on behalf of the State, the Recipient agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Recipient shall also display in a prominent place, located near the passageway through which the public enters in order to receive grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating: NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER’S TOLL-FREE HOTLINE: 1-800-232-5454. The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Recipient, provide Recipient with all necessary signs.

H.5. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Recipient in relation to the Grant Subcontract shall include the statement, “This project is funded under a grant contract with the State of Tennessee.” All notices by the Recipient in relation to this Grant Subcontract shall be approved by the State.

H. OFFICE OF CRIMINAL JUSTICE PROGRAMS REQUIRED GOVERNMENT SUBRECIPIENT LANGUAGE:

H.1. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

As per the approved RER, the following section will be included if the Grant Contract involves any state employees.

Notwithstanding the foregoing, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services as an employee or independent contractor outside of his/her hours of state employment, provided that such outside employment does not conflict with applicable law or the state agency’s rules, policies or guidelines.

H.2. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

* 1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions.
  3. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

H.3. Nondiscrimination OPTION 1 when subcontracting with a nonreligious entity:

Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Nondiscrimination OPTION 2 when subcontracting with a religious entity:

Nondiscrimination. The Grantee agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the basis of any classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with all necessary signs.

H.5. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, “This project is funded under a grant contract with the State of Tennessee.” All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

J. [AGENCY NAME] REQUIRED ADDITIONAL STANDARD TERMS AND CONDITIONS

I.1. (etc.)