

**ARKANSAS DEPARTMENT OF HUMAN SERVICES
SUB-GRANT AGREEMENT**

Sub-grant Number _____ is entered into between the State of Arkansas, **Department of Human Services,** _____, hereinafter referred to as the Department and the Recipient, as indicated below, hereinafter referred to as the Recipient.

I. RECIPIENT INFORMATION:

Taxpayer / Employer ID Number					
Name:					
Address:					
City:		State:		Zip Code:	
AASIS Vendor #					

II. SUB-GRANT PERIOD:

This agreement will begin on _____ and will end on _____
In no event shall the initial term of the sub-grant extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

III. PURPOSE OF AGREEMENT:

All parties agree that following attachments contain the objective and scope and are hereby made a part of this sub-grant. These attachments may not be altered or modified without a written amendment signed by all parties.

Attachment No.	Description

IV. FUNDING:

Regardless of any other provision of this sub-grant, or any costs or obligations of the Recipient, the liability of payment by the Department to the Recipient under this sub-grant shall be subject to the limits specified below:

TOTAL FUNDING:	\$ _____
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% Federal Funds	% State Funds	% Other Funds
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If Other, specify

CFDA #, if applicable	
CFDA Title, if applicable	

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V. SUB-GRANT TYPE:

Sub-grant Status: Discretionary Discretionary, but exempt Non-Discretionary

If Discretionary but exempt, indicate reason for exemption __

VI. SELECTION METHOD:

Request for Application	<input type="checkbox"/>	Solicited	<input type="checkbox"/>	Un-solicited	<input type="checkbox"/>
Other (specify)	<input type="checkbox"/>				

VII. METHOD OF PAYMENT: .

VIII. CANCELLATION:

Either party may cancel this agreement at any time by giving the other party 30 calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery.

IX. PROGRAM COMPLIANCE:

- A. **STATE AND FEDERAL LAWS:** Performance of this sub-grant by the Recipient and the Department must comply with state and federal laws and regulations. If any statute or regulation is enacted which requires changes in this sub-grant, the Recipient will receive notification of the required changes. This sub-grant shall then be amended according to the procedures outlined in Section XIII.
- B. **FORCE MAJEURE:** Neither party will be held responsible for any delay or failure to perform any part of this sub-grant when such delay or failure results from fire, flood, epidemic, war or insurrection, unusually severe weather, or the legal acts of public authorities.
- C. **COMPLIANCE WITH NONDISCRIMINATION LAWS:** The Recipient will comply with all applicable provisions of the following federal regulations related to nondiscrimination, both in service delivery to clients and in employment, including, but not limited to, the following:
 - Title 45 Code of Federal Regulations:
 - Part 80 (Nondiscrimination on the Basis of Race or Sex)
 - Part 84 (Nondiscrimination on the Basis of Handicap)
 - Part 90 (Nondiscrimination on the Basis of Age)
 - Americans with Disabilities Act of 1990, U.S.C. Section 12101 et. seq.
 - Title 28 Code of Federal Regulations:
 - Part 35 (Nondiscrimination on the Basis of Disability in State and Local Government Services)
 - Title 41 Code of Federal Regulations:
 - Part 60-741 (OFCCP: Affirmative Action Regulations on Handicapped Workers)

The Department will furnish a copy of these regulations to the Recipient upon request.

- D. **CERTIFICATION REGARDING LOBBYING:** The Recipient will comply with Public Law 101-121, Section 319 (Section 1352 of Title 31 U.S.C.) by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, sub-grant, loan or cooperative agreement for an award in excess of \$100,000.00.

If the Recipient has paid or will pay for lobbying using funds other than appropriated federal funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as Attachment _____ to this sub-grant.

- E. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:** The Recipient, as a lower tier recipient of federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

- F. **LEGISLATIVE REVIEW** Act 1032 of 1999 specifies that no state agency shall award any discretionary sub-grant that exceeds \$10,000.00 prior to review by the Arkansas Legislative Council or the Joint Budget Committee. If the state

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agency determines that an emergency exists the state agency may award the sub-grant prior to review, and shall immediately notify the Legislative Council or Joint Budget Committee as to the facts constituting the emergency.

All non-discretionary sub-grants are exempt from review.

Certain discretionary sub-grants are exempt from review. These include:

- sub-grants to another governmental entity such as a state agency, public educational institution, federal governmental entity or body of a local government
- disaster relief sub-grants
- sub-grants identified by the Arkansas Legislative Council to be exempt
- sub-grants deemed to contain confidential information that would be in violation of disclosure laws
- sub-grants for scholarship or financial assistance award to or for a post-secondary student

X. PROGRAM OPERATION:

- A. STATISTICAL AND FINANCIAL INFORMATION:** The Recipient shall certify and compile statistical and financial information. Financial information shall be maintained in accordance with generally accepted accounting principles.
- B. SUBCONTRACTING:** The Recipient shall be responsible for the performance of all obligations under this sub-grant, including subcontracted services. The Recipient shall notify all subcontractors that the Department is not responsible for payments to the subcontractor and that all reimbursement for subcontracted services will be made by the Recipient.

XI. INFORMATION AND RECORDS:

- A. ACCESS TO RECORDS:** The Recipient will grant access to its records upon request by duly authorized representatives of state or federal government entities. Access will be given to any books, documents, papers or records of the Recipient which are related to any services performed under the sub-grant. The Recipient additionally consents that all sub-grants will contain adequate language to allow the same guaranteed access to the records of sub-grantees.
- RECORD RETENTION:** The Recipient will retain all books, records, and other documents relating to expenditures and services rendered under this sub-grant for a period of five (5) years from the date this sub-grant expires, or if an audit is pending at the end of the five-year period, until resolution of the audit. Department access to all books, records, and other documents will be according to the procedures outlined in Section XI. A. of this sub-grant. HIPAA-related records will be retained for a minimum of six (6) years from the date of sub-grant expiration.
- B. CONFIDENTIALITY OF CLIENT RECORDS:** The Recipient will maintain the confidentiality of all client records. This restriction does not apply to disclosures made with the informed, written consent of the client, or if the client is not a competent adult or is a minor, with such consent of the client's parent, guardian or legal representative.

XII. FISCAL PRACTICES:

- A. CLAIMS:** Only those claims for costs and services specifically authorized under this sub-grant will be allowed by the Department. Any work performed, material furnished, or costs incurred not covered by this sub-grant shall be solely the responsibility of the Recipient.
- B. NON-DUPLICATION OF PAYMENT:** Services provided or costs incurred under this sub-grant shall not be allocated to or included as a cost of any other State or Federally financed program unless such partial payment is specified in Attachment _____ and the Department gives written consent to this arrangement.
- C. BILLING:** Billing under this agreement will be in accordance with established Department procedures. Payment method will be as stated in Section VII of this agreement.
- D. LIMITATION OF THE DEPARTMENT'S OBLIGATION TO PAY:** The Department is not obligated to make payment under this sub-grant if the Department does not receive sufficient monies from the funding source(s) designated in this sub-grant to fund said obligations and other obligations of the Department, or is not given legal authority from the Arkansas Legislature to expend these funds. The Department is not obligated to make payment if sufficient state or local matching money is not available at the time the bill is presented for payment.
- E. PAYMENT FROM DEPARTMENT CONSIDERED PAYMENT IN FULL:** Payment received from the Department under this sub-grant shall be payment in full for all services and/or costs covered by the payment. No fee or other charge shall be made against a client or a third party for these services and/or costs. This paragraph does not preclude allocation of costs among two or more funding sources, or payment of portions of a service and/or cost under different funding sources, so long as there is no duplication of payment.

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- F. AUDIT REQUIREMENT:** Provider shall comply with the DHS audit requirements as outlined in Arkansas Department of Human Services "Audit Guidelines". Copies may be obtained from:
Arkansas Department of Human Services
Office of Quality Assurance
P.O. Box 1437 - Slot S270
Little Rock, Arkansas 72203-1437
- G. DEPARTMENTAL RECOVERY OF FUNDS:** The Department shall seek to recover funds not utilized in accordance with the terms and conditions of this sub-grant.

XIII. AMENDMENT:

Any amendment to this sub-grant shall be valid only when in writing and when duly signed by the authorized representative(s) of the Recipient and the Department of Human Services. Recipient and Department acknowledge that no verbal or written representations, other than those contained herein, have been made as an inducement to enter into this agreement and that this writing constitutes the entire agreement.

XIV. CERTIFICATION AND SIGNATURE:

A. RECIPIENT CERTIFICATION OF DOCUMENTATION: The Recipient certifies that all documentation presented to obtain this sub-grant is true and complete. The Recipient agrees to notify the Department of any changes in this documentation except when the Department has given specific written permission to waive such notification.

B. SIGNATURES:

<u>Signature of Sub-grant Recipient Authorized Representative</u>	
Signature of Recipient Authorized Representative	Date
Printed Name of Recipient Authorized Representative	Title
In signing this document, I attest that I am authorized by the board of Directors or other governing authority to sign this sub-grant on behalf of the Recipient. This sub-grant is effective on date specified on Page 1, but no earlier than the date signed by the last signing party.	

<u>Signature of DHS Program Agency Authorized Representative</u>	
Signature of DHS Program Agency Authorized Representative	Date
Printed Name of DHS Program Agency Authorized Representative	Title
In signing this document, I attest I am exercising appropriate fiduciary authority in the commitment of available resources to achieve program agency objectives.	