

Subcontract Agreement Requirements- Federal and State

- Subcontractor name and contact information
- Subcontractor Project Official contact information (if different from above)
- Subcontractor Financial Official contact information (if different from above)
- Subcontractor Federal ID number
- MSP Project number and title
- Project start and end date
- Subcontractor/ Vendor Monitoring (to ensure Subcontractor will administer the award in compliance with laws, regulations, and contract provisions)
- Standard Assurances
 - Establish safeguards to prohibit employees from using positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
 - Initiate and complete work within the applicable time frame after approval
 - Compliance with the Intergovernmental Personnel Act of 1970
 - Comply with all Federal and state statutes relating to nondiscrimination
 - Comply with Titles II and III of the Uniform Relocation Assistance and Real property Acquisition policies Act of 1970
 - Comply with Hatch Act
 - Comply with Davis-Bacon Act, Copeland Act, and Contract Work Hours and Safety Standards Act
 - Comply with flood insurance purchase if applicable (if Subcontractor is in a designated "special flood hazard area.")
 - Comply with environmental standards under National Environmental Policy Act of 1969, Costal Zone Management Act of 1972, State Clean Air Implementation Plans under Clean Air Act of 1955, Safe Drinking Water Act of 1974, Endangered Species Act of 1973, and Executive Orders 11514, 11738, 11990, 11988.
 - Comply with Wild and Scenic Rivers Act of 1968
 - Comply with National Historic Preservation Act of 1966

- Comply with Public Law 93-348 regarding human subjects involved in research
- Comply with Laboratory Animal Welfare Act of 1966
- Comply with Lead-Based Paint Poisoning Prevention Act
- Assist SCAO/Grantor with completion of compliance audits under Single Audit Act Amendments of 1996
- Comply with all applicable requirements of all other Federal and state laws, executive orders, and policies.
- Compliance with Health Insurance Portability and Accountability Act of 1996 (HIPPA)
- Non-Supplanting Language (Grant funds may only be used to supplement a budget, not replace state/local/tribal funds that would have otherwise been spent on positions and/or other items approved of by the grant)
- Lobbying (Grant funds will not be used to influence an officer or employee of any agency, or any legislator. If other funds are used for lobbying purposes, Subcontractor must disclose the contributions on the required forms)
- Debarment Certification (Subcontractor must certify that Subcontractor is not currently debarred, suspended, declared ineligible, has not been convicted for fraud, bribery, etc within the last 3 years, is not presently indicted for the listed crimes, and has not within the last 3 years had a public transaction terminated for cause or default)
- Drug -Free Workplace Certification (Subcontractor must ensure compliance with Drug-Free Workplace Act of 1988)
- Conditions on Expenses (Subcontractor agrees that costs will be reasonable and necessary)
- Mediation and arbitration clause

Subcontract Agreement Requirements- SCAO Recommended Language

- Purpose of Subcontract
- Statement of Work/Services Provided Under the Subcontract
- Compensation of Grantor to Subcontractor (States how the court will distribute payment to the Subcontractor for services rendered)
- Payment Policy (Subcontractor agrees that grant funding will be first given to participants that cannot pay for services directly. For Subcontractor to receive payment on a second-or third payment priority client, Subcontractor must submit receipt within 30 days, and the court will pay the Subcontractor directly)
- Operational Procedures/Access (Who court referrals should be made to within the Subcontractor's agency)
- Subcontractor as Independent Contractor (Subcontractor and its employees are not employees of the court or county, Subcontractor requires to carry worker's compensation insurance on its employees)
- Indemnification and Hold Harmless (Subcontractor will not hold the court or county responsible for any damages, costs, lawsuits, and expenses incurred as a result of any acts done by its employees under this agreement)
- Agreement Not Exclusive (Court can contract with other Subcontractor for similar services)
- Records Management (Records are to be kept by Subcontractor as directed by the court)
- Access to Books, Documents, Papers, and Records and Authority to Make Audits (grants the Court permission to access the Subcontractor's documents in regards to the services provided to the grant)
- Conflict of Interest (Subcontractor affirms that none of the principles of the Subcontractor are not employed by the court)
- Unallowable Expenses and Activities (Subcontractor will not spend grant money on the listed unallowable expenses)
- Compliance with SCAO Agreement (Subcontractor understands that this contract is subject to the agreement with the Grantor and SCAO)
- Insurance (Subcontractor has or will maintain insurance coverage)

- Waivers (Both parties agree that a delay to exercising a right under the contract does not waive the right)
- Invalid Provisions (Both parties agree that if any provision of the contract is invalid, the rest of the contract will not be affected)
- Disregarding Titles (Contract subheadings are simply titles for reference)
- Completeness of Agreement (Both parties agree that the entirety of the agreement between the parties is listed in the contract)