

National Children's Alliance 516 C Street NE Washington DC 20002 202 548 0090 telephone 202 548 0099 facsimile

Cooperative Agreement between 2021 Award Recipient and National Children's Alliance

This form is for National Children's Alliance (NCA) 2021 approved subawardees. This is an official agreement between your agency and NCA acknowledging that your agency accepts the funding awarded by NCA through a cooperative agreement with the United States Department of Justice and will follow all requirements and special conditions: **below, outlined in the Grant Award Notification, NCA Electronic Grantee Handbook, and Request for Proposals.** By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice (DOJ) Grants Financial Guide and OMB 2 CFR 200 - Uniform Guidance.

The recipient agrees to cooperate with NCA and OJP monitoring of this award pursuant to NCA's and OJP's guidelines, protocols, procedures and special award conditions, and to cooperate with NCA (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to NCA all documentation necessary for NCA to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by the deadlines set by NCA for providing the requested documents. Failure to cooperate with NCA's monitoring activities may result in actions that affect the recipient's NCA awards, including, but not limited to: imposing additional special conditions on the award, withholdings and/or other restrictions on the recipient's access to award funds; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

National Children's Alliance has elected to enter into a Cooperative Agreement rather than a grant with the recipient. This decision reflects the mutual interest of the recipient and NCA in the operation of the project as well as the anticipated level of NCA involvement in this project. NCA's participatory role in the project is as follows:

- a. Review and approve major work plans, including changes to such plans, and key decisions pertaining to project operations. This will include a quarterly review of stated expenditure of funds from the approved budget. Any deviation to the spending plan will be reported promptly to NCA. NCA will provide guidance on the de-obligation of funds when projected spending of funds does not meet the timelines.
- b. Review and approve major project generated documents and materials used in the provision of project services.
- c. Provide guidance in significant project planning meetings, and participate in project

sponsored training events or conferences. NCA will provide technical assistance to all entities utilizing funds under the NCA awards including but not limited to responding to direct inquiries, inclusion in customized webinars, conference calls and site visits.

- d. Any deviation from the timeline provided in the application or revised grant program implementation plan must receive prior approval from NCA.
- e. NCA will conduct a final review of all recipients' detailed budgets between October 15 and October 29 through Budget Modifications requests (BMRs) and conduct the de-obligation process. For chapter recipients, the inclusion in the final November disbursed payment batch is contingent upon approval of the detailed grant budget by NCA.

The recipient:

- f. The recipient agrees to budget and send one staff member to attend the 2021 NCA Leadership Conference.
- g. The recipient agrees to ensure that key grantee staff members complete the webinar and in-person NCA grant trainings as posted on the NCA website.
- h. The recipient agrees to comply with additional Terms and Conditions, as established by DOJ and NCA in the Grantee Handbook.
- i. If the award amount is equal or greater than \$25,000, the recipient is required to report to NCA the information under the Federal Funding Accountability and Transparency Act (FFATA) as specified in Appendix One.
- j. All recipients of CAC award types (i.e. Program Improvement in Mental Health Services; Program Development for Communities; Development and Improvement of Tele-Services; Equipment Support; Tribal Expansion of CACs; Provision of Core Direct CAC Services; Coordination of CACs Services for Military Installations; CAC Response in US District of Columbia and US Territories; Improving CAC Response to CP Cases and Provision of Services to Victims of CP and HT, and Training Awards on Technology-Facilitated CSEC/CP) with annual actual expenses (as determined by United States generally accepted accounting principles) in excess of \$750,000 are required to submit an electronic copy of their audit no later than 9 months after the recipient's fiscal year end. If there are any audit communications with those charged with governance and/or communicated internal controls identified in the audit, it must be included with the audit report.
- k.All CAC subrecipients of hardship subawards under the Chapter tier grants are required to submit any management letters/audit communications that may have been issued as part of the most current audit or financial review cycle. If there are any audit communications with those charged with governance and/or communicated internal controls identified in the audit/financial review, they must be included as part of the subawardee application.
- I. All recipients of Chapter award types (i.e. State Chapter Organizational Capacity; CAC Funding for Statewide Projects Coordinated by State Chapters) are required to conduct an annual audit and to submit electronic copies of the subsequent audits no later than 9 months after each recipient's fiscal year end. If there are any audit communications with those charged with governance and/or communicated internal controls identified in the audit, they must be included with the audit report.
- m.Based on the grant performance, financial stability of the recipient, and other special circumstances, NCA may require an audit to be submitted/conducted by any of the recipient entities regardless of their budget size.
- n. All recipients that expend \$750,000 or more in their fiscal year must follow the audit requirements in the OMB 2 CFR 200 Uniform Guidance.
- o. All recipients must permit NCA and auditors to have access to the records and financial statements as

 National Children's Alliance Cooperative Agreement Page 2 of 10

part of a scheduled desk review or site visit.

- p. If a recipient of Program Improvement in Mental Health Services, the recipient agrees to submit de-identified mental health outcome data, utilizing NCAtrak as designated software platform to evaluate the improved outcomes for children.
- q. If a Chapter recipient, the recipient agrees to meet the participation requirements of the annual GAP Analysis and OMS Projects.
- r. If a Chapter recipient, all proposed changes to the subawardee process as established by NCA (including the subaward RFP and application materials) must be submitted to NCA for review and approval prior to the planned release of publication.
- s. If a Chapter recipient, the estimate for all regularly scheduled disbursement amounts must reflect the funds that will be expended within that reporting period and as close as possible to the disbursement date to ensure that Federal cash on hand is at the minimum needed level. These funds must be spent within the reporting cycle in which they were disbursed. Chapter recipients may be required to return any unspent funds to NCA as part of the ongoing reporting process.
- t. If a Chapter recipient, all subawardee reimbursements need to be made within 10 days of receiving the payment from NCA in order to ensure that the Federal cash on hand is at the minimum needed level.
- u. All Grantees must establish an ACH account with NCA to facilitate disbursement of grant funds. Any changes in related bank account information must be conveyed to NCA no later than 15 business days prior to the next established payment/report schedule.
- v. The recipient (and any subrecipient) must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2). Nothing in this condition shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2). Employment eligibility will be confirmed with E-Verify. The compliance with the condition is part of NCA monitoring responsibilities. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), the recipient is required to maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings. For detailed information on this conditions please refer to the document on the special DOJ conditions on the NCA awards posted on the NCA website (www.nca-online.org).
- w. If NCA funds are to be used for any product or service in excess of \$10,000.00, at least three quotes must be obtained to ensure that the selection process is competitive. The procurement process is outlined in DOJ Guide to Procurement Procedures, which is included as part of the Electronic Grantee Handbook on the NCA website (www.nca-online.org). Consideration must be given to ensure more economical, cost effective, and efficient ways to obtain or use common or shared goods or services as well as assessment of available resources. Any charges for such expenditures or requests for sole source contracts are subject to prior approval by NCA and review of the procurement documentation to ensure it meets DOJ guidelines. The procurement entity must avoid "splitting" of purchases or transactions to circumvent the dollar threshold limitations.
- x. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000).
- y. No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government"

(or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C₂F.R. 200.319(a) or as specifically authorized by USDOJ. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

aa. If NCA funds are used to support any part of a revenue producing venture, such as a training or conference at which registration fees are charged, revenues shall be considered program income. The award recipient will report any related program income to NCA within 30 days and submit a budget modification request showing how those revenues will be used to further the purpose of the approved NCA grant. Revenues must be expended within the grant year that they were accrued.

ab. Copyright; Data rights: The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General). It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award and to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award.

ac. All recipients must disclose, in a timely manner, in writing to NCA all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Per 2 CFR § 200.113, recipients that have received a Federal award including the term and condition for recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures may place the recipient in bad standing with NCA and may result in establishment of special conditions and/or forfeiture of grant funds or other provisions outlined in 2 CFR § 200.338.

ad. All Recipients of OJP grants and cooperative agreements (and any subrecipients at any tier) must comply with, and are subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee of an OJP recipient by the OJP recipient as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

Award Specifications

Grant Award Identification Number (AIN):

FLOR-AZ-TDTVF21

Grant Award Type and Purpose:

Training Awards on Technology-Facilitated Child Sexual

Assault exploitation/Child Pornography

Grant Award Period: January 1, 2021 - December 31, 2021 Catalog of Financial Domestic Assistance (CFDA) #: 16.834

Total Awarded Amount: \$ \$21,533 75

I, the undersigned, have read and understand the conditions 0utlined in the award notification, the Request for Proposals, NCA Electronic Grantee Handbook, and the conditions below required for the receipt of grant funding from National Children's Alliance. By signing this statement, I am agreeing to comply with the requirements outlined in the grant award notification, the Request for Proposals, NCA Electronic Grantee Handbook, and herein. I understand the term of this grant in January 1, 2021 to December 31, 2021 and that all approved activities must occur within that time period.

I certify that the recipient agency is a member in good standing with National Children's Alliance.

I understand that remaining in good standing is a requirement of receiving these funds. This includes the timely submission of statistical reports as a condition of membership, in January and July.

- I agree to submit, on deadline, all required fiscal and narrative reports as required in NCA Electronic Grantee Handbook. I understand that failure to submit timely reports will result in forfeiture of funds.
- I understand that National Children's Alliance can only reimburse federally allowable expenses
 that fit within the requirements of the NCA Electronic Grantee Handbook, NCA RFP, and as
 designated by the U.S. Dept. of Justice and under the OMB 2 CFR 200 Uniform Guidance.
 Submissions that fall outside these constraints will be disallowed. NCA may change its
 requirements regarding allowable expenses at any time to reflect changes in federally allowable
 costs or policies approved by the NCA Board of Directors. Awardees will be promptly notified of
 any changes.
- I understand that grant extensions for CAC grants are rarely approved, but that to request one I
 must submit that request at least 30 days prior to the end of the grant period. These are
 approved at NCA's sole discretion. As a chapter grant recipient, I understand that there are no
 grant extensions available.
- I understand that failure to show reasonable progress toward meeting the deliverables agreed upon under this Cooperative Agreement and those outlined in the Electronic Handbook for Grantees may result in additional special conditions from NCA and/or termination of the agreement.
- I understand that our organization needs to provide upon request to the National Children's Alliance (NCA) and the Department of Justice (DOJ) additional fiscal documentation demonstrating the expenditures included in the grant reports such as:
 - 1) Bank statements for personnel, fringe benefits, consultant/contractors, travel, equipment, supplies, & other expenditures;
 - 2) ACH transactions for personnel expenditures; &
 - 3) Proof of payment for credit card transactions and all requested documentation will be submitted to NCA within five business days.
- All backup fiscal documentation will be kept on file for five years after the closeout of the subaward grant year.
- I understand that any resource material developed under this grant, such as training materials, bibliographies, etc., submitted through this agreement will become property of NCA and will display the logo of NCA and DOJ. There are co-branding and attribution requirements for resource materials. The grant recipient must coordinate with NCA at the beginning of the grant period to determine what will be included in those materials.
- By my signature I am committing to meet the goals and objectives outlined in the grant and approved by National Children's Alliance.

Appendix One Required Federal Funding Accountability and Transparency Act (FFATA) Supplemental Information

NCA is required to report all awardees information listed below into the FFATA Subaward Reporting System (FSRS) for awards greater than or equal to \$25,000.

Awardee Required Information:

- 1. Name of the Entity
- 2. Amount of the Award

- 3. Award Title Description and Purpose
- 4. DUNS Number (Data Universal Numbering System) of the entity receiving the award.

If the awarded entity does not have DUNS #, refer to the PDF file "How to obtain a DUNS Number", explaining the process to obtain the DUNS #.

NCA is required to report Executive Compensation of the awardee if the entity in the preceding fiscal year:

1) received 80 percent or more of its annual gross revenues in Federal awards, and \$25,000,000 or more in annual gross revenues from Federal awards; and 2) if the public does not have access to this information about the compensation through periodic reports filed (i.e. IRS tax return 990).

DUNS Number of the Awardee

(If you are not an independent entity but are under an umbrella organization, please enter the DUNS number of your umbrella agency)

| 0744470950000 | |
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| | |

Executive Compensation

Answers: (Y/N)

(If you are not an independent entity but are under an umbrella organization, please answer the questions in regards to your umbrella agency)

- 1. Did you receive 80 percent or more of your annual gross revenues in Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards?
- 2. Does the public **not** have access to information about the compensation through periodic reports filed? (i.e. reports, IRS Tax Return 990)

If you answer yes to either of the "Executive Compensation" questions above, please fill the required information for the top 5 highly compensated officers of the awarded entity:

| Name | Title | Annual Salary |
|------|-------|---------------|
| | | |
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Appendix Two General Grantee Award Information

Domestic Trafficking Victims Funds Award

Recipient Name: National Children's Alliance; Recipient DUNS Number: 036770691; Federal Award Project Title: Victims of Child Abuse (VOCA): National Subgrants Program for Victims of Child Pornography—Domestic Trafficking Victims Funds; Federal Award Program Title: OJJDP FY18 Improving the Investigation and Prosecution of Child Abuse Award; Federal Award Identification Number (FAIN): 2018-NZ-NX-K004; Federal Award Date:09/18/2020; Period of Performance Start and End Date: from 10/01/2020 to 03/31/2022; Total Amount of Award: \$2,000,000; Federal Award Project Description: The VOCA Children's Advocacy Centers National Subgrants Program for Victims of Child Pornography Domestic Trafficking Victims Funds will provide funding for a national grant awards program for expanding access to Children's Advocacy Centers' resources and services for victims of child pornography and human trafficking; Name of Federal awarding agency: Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention; Total amount of Federal Funds in the NCA RFP: \$1,433,000; NCA CFDA Number: #:16.834; Identification of whether the award is R&D: No; NCA Indirect Cost Rate for the Federal Award: 14,9%.

 National Subaward Program for Coordination of Children's Advocacy Center Services for Military Families Award

Recipient Name: National Children's Alliance; Recipient DUNS Number: 036770691; Federal Award Project Title: OJJDP FY18 Victims of Child Abuse (VOCA) Children's Advocacy Centers Military Partnership Pilot Project; Federal Award Identification Number (FAIN): 2018-CI-FX-K001; Federal Award Date: 09/18/2020; Period of Performance Start and End Date: from 10/01/2020 to 03/31/2022; Total Amount of Award: \$1,000,000; Federal Award Project Description: The VOCA Children's Advocacy Centers Military Partnership Pilot Project will provide subgrants to collaborate with military installations to explore ways in which the CAC model can be leveraged to help military installations address cases of child abuse. Name of Federal awarding agency: Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention; Total amount of Federal Funds in the NCA RFP: \$472,000; NCA CFDA Number: #: 16.758; Identification of whether the award is R&D: No; NCA Indirect Cost Rate for the Federal Award: 14.9%

• The VOCA Children's Advocacy Centers National Subgrants Program Award Recipient Name: National Children's Alliance; Recipient DUNS Number: 036770691; Federal

Award Project Title: OJJDP Victims of Child Abuse (VOCA) Children's Advocacy Centers National Subgrants Program; Federal Award Identification Number (FAIN): 2018-CI-FX-K003; Federal Award Date: 09/18/2020; Period of Performance Start and End Date: from 10/01/2020 to 03/31/2022; Total Amount of Award: \$15,387,563; Federal Award Project Description: The VOCA Children's Advocacy Centers National Subgrants Program will provide funding for a national grant awards program for local children's advocacy center programs, state chapters, and multidisciplinary teams that provide a coordinated investigation and response to child abuse; Name of Federal awarding agency: Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention; Total amount of Federal Funds in the NCA RFP: \$12,580,000; NCA CFDA Number: #16.758; Identification of whether the award is R&D: No; NCA Indirect Cost Rate for the Federal Award: 14.9%

Contact Information and Signature page

All future inquiries regarding your grant will be made to the appropriate designee at your agency. Please carefully consider who should be the appropriate grant designee. The grant designee will receive all updates.

Her/his email address would be used for sending notifications. All funding will be disbursed in the agency name only. These funds will not be disbursed to those affiliated with the agency including the programmatic or fiscal contact person listed on this agreement, consultants or multidisciplinary team members. If this information changes at any time during the grant period, promptly notify National Children's Alliance in writing.

After filling out the form and signing this document, please scan it in a .pdf format and save a copy for your files. Go to https://www.grantrequest.com/SID 1093/?SA=AM, log in to your account that you have created for your grant application and upload the document no later than 1/07/2021.

| Physical Address | Mailing Address Fill out only if different from the physical address |
|--|--|
| Agency name: Pinal County Attorney's Office | Agency name/Fiscal Agent: Pinal County Attorney's Office Amanda Stanford |
| Address: | Address: |
| 30 N. Florence St. | PO BOX 887 |
| City/State/Zip: | City/State/Zip: |
| Florence, AZ 85132 | Florence, AZ 85132 |

| Authorized Agency Representative (Executive Director/Chapter State Coordinator) Name/Title: | |
|---|--|
| Melody Lenhardt | |

| Phone: | 520-866-7 | 029 | |
|---------|-----------|---------------------------|--|
| F-mail. | Address: | melody lenhardt@pinal.gov | |

| Board President/Supervisor Name/Title: |
|--|
| Stephen Miller, Pinal County Board of Supervisor Chairman |
| |
| Phone: (520) 866-6068 E-mail Address: clerkoftheboard@pinal.gov |
| Board Treasurer Name/Title: |
| Michael McCord, County Treasurer |
| Phone: 520-866-6068 |
| E-mail Address: Michael mccord@pinal.gov |
| Authorized Fiscal Agent Representative for the Grant (Fill out only if the grantee agency uses a fiscal agent for the award) Agency Name: |
| Pinal County Attorney's Office |
| Name/Title: |
| Amanda Stanford, Finance Manager |
| Phone: 520-866-6699 E-mail Address: Amanda stanford@pinal.gov |
| By my signature I am certifying that the provided information is current and accurate. |
| Authorized Agency Representative/Title (required): |
| Melody Lenhardt, Family Advocacy Director |
| Signature: Date: Date: |
| 12/23/20 |

Board President/Supervisor (required):

National Children's Alliance Cooperative Agreement Page 9 of 10

| Stepnen Miller, P | inal County Board of Superviso | ors Chairman |
|---------------------|--|------------------------------------|
| ignature: | | |
| ate: | | |
| using a fiscal ager | nt for this grant, the section below aforementioned conditions. | w is required. A signature denotes |
| | gent Representative/Title: | |
| Amanda Stanford, | Pinal County Attorney's Office | Finance Manager |
| gnature: | | |
| ate: | | |
| incerely, | | |
| A | | N //. |

Teresa Huizar Executive Director National Children's Alliance Irina V. Hein Director of Member Relations & Grants National Children's Alliance