COOPERATIVE AGREEMENT

This is the standard agreement that all selected subgrantees will be required to execute as a condition of award without negotiation or modification.

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This Cooperative Agreement ("**Agreement**") is entered into by and between Jewish Federations of North America ("**JFNA**") and the subgrantee specified in Schedule A ("**Subgrantee**") (each a "**Party**" and together the "**Parties**" to the Agreement). The Agreement takes effect on the "Effective Date" specified in Schedule A (the "**Effective Date**"). Capitalized terms not defined herein shall have the meanings specified in Schedule E attached hereto and incorporated herein by reference.

1. Grant Background

a. Grant Information. Pursuant to the Notice of Award dated September 19, 2025 (No. 90HSSG0002-01-00), as continued by the Notice of Award dated September 30, 2026 (No. 90HSSG0002-02-00) issued by ACL to JFNA under Assistance Listing Number 93.048, and any subsequent continuation or amendment, (collectively, the "**ACL Notice of Award**"), JFNA was awarded a grant (the "**Grant**"), in part, for the purpose of identifying and making subgrants to eligible organizations for the provision of supportive services based on person-centered, trauma-informed principles ("**PCTI Services**") for Holocaust Survivors, Older Adults with a History of Trauma, and their Family Caregivers in a manner that will advance innovations through delivery of such services, and will improve the nation's overall capacity to deliver such services (the "**PCTI Program**"). In response to JFNA's requests for proposals for PCTI Services to be funded with Grant funds through subgrants awarded by JFNA in one of several "cohorts" specified by JFNA (each a "**JFNA RFP**"), JFNA received PCTI Program proposals for subgrants from applicants and has determined to award subgrants to certain applicants so that they serve as subgrantees.

b. Purpose. Based on the PCTI Program proposal submitted by Subgrantee to JFNA (the "**Proposal**"), and in reliance on the representations made in the Proposal, JFNA has determined that Subgrantee has the expertise and experience to provide PCTI Services in a manner that meets the requirements of the Grant. Therefore, JFNA grants to Subgrantee a set subgrant amount identified in Schedule A for JFNA subgrant number listed in Schedule A (the "**Subgrant**"), subject to the terms and conditions set forth in this Agreement, to be used during the period listed in Schedule A (the "**Program Period**") for the purposes of the PCTI Program outlined in the Proposal (the "**Subgrantee Activities**"). Subgrantee shall receive Subgrant payments from JFNA, which may consist of payment in multiple installments, as set forth in Schedule A. JFNA has awarded subgrants to different cohorts. This

Subgrantee is a member of the cohort identified in Schedule A. The JFNA RFP for the Subgrantee's cohort is hereby incorporated by reference.

2. Subgrantee Responsibilities and Requirements

a. Acceptance of Subgrant. The signing of this Agreement or the initial acceptance of funds by Subgrantee constitutes acceptance of this award. By accepting this award, Subgrantee understands and agrees that it is subject to the terms and conditions of this Agreement, the JFNA RFP for Subgrantee's cohort, JFNA's program policies and procedures, and the Grant, which terms and conditions form the basis for this Agreement.

b. Management Systems and Procedures. To ensure proper and consistent management of funds and activities under this Agreement, Subgrantee will utilize systems that are consistently applied across Subgrantee's business functions and will have clearly delineated roles and responsibilities for its staff, both programmatic and administrative; written policies and procedures; training; management controls and other internal controls; performance assessment; administrative simplifications; information-sharing; and an annual financial audit.

c. Use of Subgrant. Subgrant funds may be spent only in accordance with the terms set forth herein, the ACL and HHS Grant requirements, Applicable Law (as defined in Section 7(b)), the JFNA RFP and Program Guidelines made available on the JFNA website or otherwise made available to Subgrantee, and within the JFNA-approved budget's line-items and allocated amounts, unless an aspect of the Subgrantee Activities and/or budget modification is requested by Subgrantee and approved by JFNA prior to implementation. Subgrant funds shall not be expended for any other purpose without prior written approval by JFNA. Subgrantee shall use the Subgrant exclusively to (i) incorporate the theory and practice of PCTI Services into its operations; (ii) increase capacity to serve and support Holocaust Survivors, populations of Older Adults with a History of Trauma, and their Family Caregivers using PCTI Services; and/or (iii) build the capacity of the broader aging network to provide PCTI Services.

d. Services Covered by Insurance. Except as otherwise provided in a Program Attachment, Subgrant funds shall not be used for any services, PCTI Services or otherwise, that may be partially or fully reimbursed by any third-party insurance providers, and shall not be used to cover the costs of any insurance copays, coinsurance, or deductibles. Subgrantee shall not submit reimbursement claims to any third-party insurance providers for services rendered by Subgrantee through any JFNA-funded project.

e. Utilization of Award. Subgrantee must utilize the entire amount of the grant within the required Program Period. Failure to comply with this provision may impact the amount of funding Subgrantee may be eligible for in the future. Subgrantee shall be required to return all unused funding to JFNA no later than 30 days after the close of the respective Subgrant Performance Period or 30 days prior to the

expiration or termination of the ACL Grant, whichever is sooner. JFNA in its absolute discretion may reduce the total award if the funding cannot be expended within the required Program Period. Subgrant funds may be charged only for allowable costs incurred during the applicable budget period identified in the ACL Notice of Award ("**Budget Period**"), and unexpended funds may not be carried over to a subsequent period without JFNA's written approval, given only with any required ACL approval.

f. Participation in Activities. Subgrantee acknowledges that by accepting Subgrant, it is joining a community of practice and will be expected to engage in activities relating to the development, implementation, evaluation, and growth of PCTI Services. JFNA may waive, in its absolute discretion, certain participation requirements for certain subgrantees. Accordingly, Subgrantee agrees as follows:

(1) Subgrantee shall participate in mandatory webinars convened by JFNA. Failure to comply may result in the temporary or permanent suspension of funds, and/or the return of used and/or unused JFNA grant funding with written notice, and/or the subgrantee's ability to receive additional grants from JFNA;

(2) All staff charging time to the JFNA grant (including, where applicable, Secondary Subgrantee staff) are required to complete the one-hour online training course on PCTI care produced by JFNA. If there are staff changes, the new staff member charged to the grant must complete the one-hour online training. Training must be completed within the first 90 days a staff member is charged to the grant. Failure to comply may result in the temporary or permanent suspension of funds, and/or the return of used and/or unused JFNA grant funding with written notice, and/or the subgrantee's ability to receive additional grants from JFNA;

(3) if convened by JFNA, Subgrantee shall send a minimum of one staffer to participate in JFNA's annual, national in-person Training Workshop or other gathering focusing on developments in PCTI Services. Subgrantee may use no more than the designated JFNA allotment in Subgrant funds to participate in JFNA's gathering. Any expenses incurred above the JFNA allotment shall be the financial responsibility of the Subgrantee, not JFNA funds. Failure to comply may result in the temporary or permanent suspension of funds, and/or the return of used and/or unused JFNA grant funding with written notice; and,

(4) Subgrantee shall use its best efforts to assist in the dissemination of publications and other written materials relating to JFNA programs and developments in PCTI Services.

g. Program Requirements. Adherence to program policies and procedures is required. Subgrantee shall comply with any and all JFNA program reporting requirements and requests by the required deadlines. Failure to comply with JFNA's request for program reports, forms, resources, materials, or other program-related information by the required deadlines may result in the temporary and/or permanent suspension

of funds and/or the return of used and/or unused Subgrant funds to JFNA. JFNA reserves the right to change any and all of its program reporting requirements, processes, dates, and forms as needed during the tenure of the program. Subgrantee further agrees to the following:

(1) Subgrantee shall submit timely and accurate required reports. Failure to comply may result in the temporary or permanent suspension of funds, the return of JFNA used and/or unused Subgrant funds, and/or the termination of this Agreement;

(2) Subgrantee shall share and report program updates on an annual, semi-annual, quarterly, or other frequency specified by JFNA, or upon request by JFNA. Reports shall include information regarding Subgrantee Activities including progress, challenges, lessons learned, how PCTI principles are incorporated into Subgrantee Activities, new partnerships, promising practices, evaluation activities, financial and match expenses, match raised, and numbers of participants served or trained by the Subgrantee Activities. JFNA requests Subgrantee to submit products created with JFNA funding, such as backgrounders, fact sheets, newsletters, outreach materials, caregiver materials, evaluation instruments, sponsored conference and workshop materials, websites, webinars/training materials, audiovisuals, and any other informational resource that could potentially help other agencies. Subject to Section 9(k), Subgrantee shall share press and impact stories about JFNA funded projects.

(3) Subgrantee shall utilize all reporting templates as developed and directed by JFNA that are maintained on the relevant JFNA "Policies & Forms Library".[1]

(4) Subgrantee shall participate in programmatic and financial trainings, including, but not limited to, the relevant JFNA program orientation.

(5) Subgrantee shall make itself available to participate in regular online and/or telephonic check-in meetings with JFNA staff to discuss operational matters, including, but not limited to, programmatic, financial, and evaluation updates, challenges, and promising practices.

(6) Subgrantee shall make best efforts to cooperate with JFNA in gathering stories, taking photos, and collecting photo releases to demonstrate the Subgrant impact.

[1] *See* Innovations Policies & Forms Library, available at https://holocaustsurvivorcare.jewishfederations.org/innovations-policies--forms-library; National Network Policies & Forms Library, available at https://holocaustsurvivorcare.jewishfederations.org/national-network-policies--forms-library; Expanded Critical Supports Policies & Forms Library, available at https://holocaustsurvivorcare.jewishfederations.org/expanded-critical-supports-policies--forms-library.

(7) Subgrantee shall notify JFNA in a timely manner if it believes that changes to the overall Subgrantee Activities and/or budget(s) and/or related reports are needed.

(8) Subgrantee shall respond to communications from JFNA in a professional and timely manner.

(9) Subgrantee shall timely notify JFNA and update the cohort contact sheet provided by JFNA if there is any change to key Subgrantee personnel.

(10) Subgrantee shall participate in JFNA evaluations of PCTI Services as JFNA may reasonably request.

(11) Subgrantee shall timely provide all information JFNA requests to prepare continuation applications for additional Budget Periods under the Grant.

Subgrantee's failure to comply with the program requirements and/or evaluation requirements of the Subgrant, or to comply with Applicable Law, may require Subgrantee to return used or unused Subgrant funds and/or JFNA to temporarily or permanently suspend disbursement of funds. JFNA reserves the right to change any and all of its evaluation reporting requirements, processes, dates, and forms, in its sole discretion, during the tenure of the program, and will use reasonable efforts to notify Subgrantee thereof.

h. Closeout. Subgrantee will submit all closeout reports, as required by JFNA, for Subgrantee Activities within thirty (30) days after the termination or expiration of this Agreement, or as otherwise requested by JFNA.

i. Participant Liability Forms. Subgrantee shall require all persons who participate in Subgrantee Activities to sign JFNA's Waiver and Release of Liability Form.[2] Subgrantee shall keep a record of all such signed forms for the Subgrant Record Retention Period and provide them to JFNA upon request.

j. Future Award Decisions. JFNA may consider Subgrantee's compliance and performance of evaluation, financial, and/or program activities and reporting under the Subgrant in award decisions for future grants.

3. JFNA Responsibilities

a. Communications with ACL. JFNA is responsible for all direct communications with ACL concerning the PCTI Program and Subgrantee Activities, including communication and semiannual reports.

[2] *See* Waiver and Release of Liability Form, available at https://cdn.fedweb.org/fed-42/2/Waiver_and_Release_of_Liability_-_January_2026.pdf (PDF format), https://cdn.fedweb.org/fed-42/2/Waiver_and_Release_of_Liability_-_January_2026_Word_Format.docx (Word format).

b. Procedural Changes. JFNA shall provide notice to Subgrantee of any changes in procedures relating to meetings, conferences, trainings, site visits or any other non-monetary requirements.

c. Technical Assistance and Training. JFNA shall provide technical assistance and training sessions including, but not limited to, regular telephonic or online individual programmatic, evaluation, and financial coaching sessions, periodic webinars and the annual in-person Training Workshop or gathering, and responses to telephonic and email inquiries.

d. Technical Support. JFNA shall provide Subgrantee with (i) access to a reporting system for preparation and filing of program, evaluation, and financial reports, including electronic templates for filing of such reports; and (ii) technical support with respect to the use of such reporting systems.

e. Monitoring, Identification of Deficiencies, and Remediation. To be good stewards of funds, JFNA conducts regular online check-in meetings, collects and processes quarterly reports, conducts periodic site visits, and regularly communicates with subgrantees. If JFNA determines there are deficiencies in the Subgrantee Activities or in Subgrantee's performance of its responsibilities under this Agreement, JFNA shall collaborate to help Subgrantee remediate its Subgrantee Activities or practices for Subgrantee to cure such deficiencies. In the event remediation does not occur after reasonable attempts, JFNA may withhold and/or terminate funding or this Agreement and require the return of used and/or unused Subgrant funds.

4. Secondary Subgrantees. Subgrantee shall not make any disbursements of Program Funds, as defined in Section 6(a)(1), to any third parties to carry out activities pursuant to the Subgrant ("Secondary Subgrant" and such third parties "Secondary Subgrantees") unless otherwise approved in advance in writing by JFNA. JFNA may grant or withhold such approval in its absolute discretion. If JFNA approves a Secondary Subgrant, Subgrantee shall be responsible for ensuring that any recipient of Secondary Subgrant funds complies with the terms of this Agreement and Applicable Law, and Subgrantee shall be liable for such recipient's compliance with the foregoing.

5. Conditions and Limitations

a. Conditions of Disbursement and Match Funding. JFNA will disburse funds in accordance with Applicable Law and HHS/ACL guidance. Subgrantee is required to provide matching funds for grant funds allocated by JFNA, as indicated in Schedule C. The required minimum matching funds by Subgrantee shall be based upon a percentage determined by JFNA. Subgrantee shall raise the required minimum matching funds by the Matching Funds Deadline(s) specified in Schedule A. Subgrantee shall record and provide financial records and data in the form of JFNA quarterly financial and evidence of match reports demonstrating compliance in achieving required minimum matching funds, and the draw down of JFNA funds and financial and/or in-kind match funds for each quarter throughout the program's tenure. Subgrantee shall retain any and all receipts, documents, and other forms of

written communication as evidence of complying with the matching fund requirement and may be required by JFNA to produce such documents upon request by JFNA. If Subgrantee fails to provide such data, documentation, and/or reports by the requisite deadlines, then JFNA may require by written notice that Subgrantee return any and all previously disbursed funds within sixty (60) days of such notice. This requirement shall survive the termination of this Agreement.

b. Failure to Comply; Enforcement. If Subgrantee fails to comply with the terms and conditions of this Agreement, JFNA may take one or more enforcement actions against Subgrantee, which include but are not limited to, disallowing costs, withholding additional Subgrant funds, reducing the award amount, terminating a project, requiring full or partial return of used and/or unused funds (including those already expended), or immediately suspending or terminating this Agreement. JFNA may suspend (rather than terminate) the Agreement and allow Subgrantee an opportunity to take appropriate corrective action before JFNA makes a termination decision. The length of any such suspension period for implementation of corrective action, and the sufficiency of any corrective action implemented, will be determined by JFNA in its sole discretion. JFNA may decide to terminate the Agreement if Subgrantee does not take appropriate corrective action during the period of suspension. Termination of this Agreement by JFNA pursuant to this Section 5(b) shall be considered Termination for Cause.

c. Investigations for Criminal or Civil Violations; Ineligibility for Subgrant Funds. JFNA reserves the right to temporarily or permanently withhold funds, require full or partial return of used and/or unused funds (including those already expended), or immediately suspend or terminate this Agreement if (i) Subgrantee is the subject of an investigation for criminal or civil violations at the time of the signing of this Agreement or becomes the subject of an investigation for criminal or civil violations during the Agreement Term; or (ii) JFNA reasonably determines that Subgrantee is or becomes ineligible to receive Subgrant funds under requirements applicable to the Grant or Applicable Law. Termination of this Agreement by JFNA pursuant to this Section 5(c) shall be considered Termination for Cause.

d. Disallowed Costs, Expenses, and Activities. The following costs, expenses, and activities shall not be permissible uses of the Subgrant, unless otherwise approved in writing by JFNA:

(1) endowments, capital campaigns, fundraising expenses, or fundraising events;

(2) lobbying or political activities;

(3) construction and rehabilitation of buildings;

(4) equipment purchases, unless demonstrated to be necessary to carry out an activity otherwise fundable under Title IV of the Older Americans Act;

(5) any and all general and liability insurance for the organization and the Subgrantee Activities;

(6) automobile, bus, or other transportation insurance;

(7) automobile or bus repairs (except with respect to permissible emergency financial assistance under the Expanded Critical Supports or National Networks programs);

(8) basic research (e.g. scientific or medical experiments);

(9) income maintenance as defined under Applicable Laws;

(10) grants to individuals or groups for scholarships, or honorariums;

(11) copays, coinsurance, deductibles, or any medical expenditures as referenced in Section 2(d);

(12) institutional care expenses;

(13) emergency financial assistance (except with respect to permissible emergency financial assistance under the Expanded Critical Supports or National Networks programs). Direct disbursement of cash funds or cash-equivalents to individuals is strictly prohibited, even if the transaction falls within the stated exceptions. "Cash-equivalents" means items convertible to cash (such as a check) or items that can be used like cash (such as a general-purpose debit card, but not a gift card that can be redeemed only for certain categories of items or services, like a fuel-only gift card redeemable at gas stations).

(14) using JFNA funds to serve any persons less than 60 years of age who are not family caregivers caring for an individual 60 years or older;

(15) providing direct services, case management, or counseling to Supporters of Service Populations;

(16) (i) meals for Supporters of Service Populations (except when an organization customarily provides meals to employees working beyond the normal workday, as a part of a formal compensation arrangement, or as part of a per diem or subsistence allowance provided in conjunction with allowable travel); or (ii) meals for Subgrantee board members, Subgrantee staff, or JFNA staff in connection with Subgrantee Activities or JFNA site visits;

(17) the development of PCTI training materials without a direct service component to the project. Training Supporters of Service Populations in and of itself is not considered a direct service to the Service Population;

(18) projects consisting only of a needs assessment without a direct service component for the Service Population;

(19) services for public education without a direct service component for the Service Populations;

(20) funding the same aspects of programs already receiving JFNA funding from a different JFNA funding source, otherwise known as duplicative funding. Funding may be used to expand other aspects of the Subgrantee Activities with new and innovative approaches and/or increase the number of individuals served;

(21) continuation of existing programs without expansion of new and innovative approaches;

(22) attendance at conferences or professional development activities in which the program director or other staffer for the organization typically participates in its regular course of business, except for conferences, workshops or trainings where the staff member is presenting on PCTI or a JFNA-funded program, and the expenses have been pre-requested by Subgrantee and pre-approved by JFNA;

(23) publication fees;

(24) marketing and advertising expenditures not related to the Subgrantee Activities;

(25) internal or external costs related to Human Resources;

(26) audit fees and expenses;

(27) legal fees;

(28) professional fees such as bar membership or medical licenses;

(29) gym, senior center, or other membership fees unless part of a case management plan and the expenses have been pre-requested and pre-approved by JFNA;

(30) general office IT, technology, and software, including cell phones and service plans, except for expenses pre-requested and pre-approved by JFNA for JFNA-funded projects;

(31) Indirect Costs (as defined below) aside from those expressly mentioned in the JFNA budget template;

(32) religious instruction, as noted in Section 7(b)(7) and the Faith Based Organizations Guidance;[3]

(33) production of materials or tools to be licensed or sold during the Performance Period as detailed further in Section 5(j);

[3] https://cdn.fedweb.org/fed-42/2/Faith-Based_Organizations_Guidance_Feb_2026.pdf

(34) fees to attend or participate in Subgrantee Activities, JFNA PCTI Programs, or PCTI Services that Subgrantee provides through the Subgrant funds, as described in Section 5(e);

(35) development of general PCTI training materials already covered in JFNA's online course, *Person-Centered, Trauma-Informed Essentials for Aging Services*;

(36) alcohol or alcohol-related activities;

(37) budget line-items not listed and approved by JFNA in Subgrantee final budget; and

(38) other activities and/or expenses that JFNA may deem disallowable during the reasonable course of business;

Failure to comply with this Section 5(d) on Disallowed Costs, Expenses, and Activities may result in the withholding or termination of funds, and/or return of used and/or unused funds, including those already expended.

e. No Fees or Donations for Services. Subgrantee shall not charge or ask for donations, whether financial or in-kind, from the Service Population to attend or participate in Subgrantee Activities, JFNA PCTI Programs, or PCTI Services that Subgrantee provides through the Subgrant funds.

f. Limitation on Indirect Costs. Subgrantee shall limit the use of the grant for Indirect Costs (as described herein) to a maximum of 15% of the modified total direct costs ("**MTDC**") or such other limit required by JFNA, HHS, ACL, or Applicable Law, unless Subgrantee has a current negotiated indirect cost agreement ("ICRA") recognized by the Federal Government that covers the costs associated with JFNA-funded activities, staff, and such staff's related fringe benefits. If JFNA-funded projects fall outside the scope of the terms of Subgrantee's ICRA, then JFNA shall not honor the ICRA, and Subgrantee will be limited to a maximum allocation of 15% of MTDC for Indirect Costs. If Subgrantee has a ICRA that is recognized by the Federal government and that covers JFNA-funded activities, Indirect Costs are allowable as specified in the Subgrantee's ICRA. Subgrantee shall be required to submit a copy of the ICRA at the time of submission of its application for funding to JFNA. Notwithstanding the foregoing, Subgrantee must abide by any applicable Indirect Costs requirements established by the Federal government during the term of this Agreement, including without limitation in the event that the Federal government ceases to recognize Subgrantee's ICRA. Costs must be consistently charged as either direct or indirect costs and may not be double charged or inconsistently charged as both. For purposes of this Agreement, MTDC shall have the meaning set forth at 2 CFR 200.1. Accordingly, MTDC are all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and no more than $50,000 of each subaward, minus certain exclusions. *See also*, HHS Grants Policy Statement ("**GPS**") (discussing modified direct costs). For purposes

of this agreement, "**Indirect Costs**" are costs related to common activities that cannot be specifically tied to a particular project. Examples may include facilities operation and maintenance costs, depreciation, and administrative expenses. *See* 2 CFR 200.414 (providing further description); *see also*, HHS GPS; *Cf.*, 2 CFR 200.413 (discussing direct costs); The rules set forth in this Agreement related to Indirect Costs apply to Subgrantees and/or Secondary Subgrantees, where applicable.

g. Limitation on Meals. In accordance with HHS policies, such as the HHS Policy on Promoting Efficient Spending, the Executive Order on Promoting Efficient Spending (EO 13589), the Executive Order on Delivering Efficient, Effective and Accountable Government (EO 13576), the HHS GPS and the HHS Policy on the Use of Appropriated Funds for Food. The Subgrant shall not be used to pay for meals provided at trainings for staff or volunteers who are Supporters of Service Populations. However, meals for the Service Population are allowable when specifically approved as part of or inherently related to the Subgrantee Activities.[4]

h. Non-Disparagement. Subject to applicable First Amendment rights, Subgrantee agrees that at no time during the term of the grant will Subgrantee make or publish any statement that would disparage JFNA, officers, trustees, employees thereof, or other subgrantees.

i. Rights of Data

(1) Prohibition on Disclosure or Use. All documents, data and other materials furnished to Subgrantee by JFNA under this Agreement shall remain the exclusive property of JFNA, and Subgrantee shall have no right to use or disclose such documents, data, and other materials except to the extent permitted under this Agreement or as otherwise agreed to between the Parties.

j. Intellectual Property.

(1) Background IP. JFNA and Subgrantee acknowledge and agree that each Party's respective inventions, technologies, data, materials, copyrights, and other intellectual property that either were owned or controlled by such Party or its affiliates prior to this Agreement or are developed or acquired by or on behalf of such Party or its affiliates outside of participation in the PCTI Program ("**Background IP**") are owned by such Party, as between the Parties, and that this Agreement does not convey any ownership interests in the Background IP from one Party to any other Party.

1. License to JFNA Free Materials. Subject to the terms and conditions of this Agreement, JFNA grants Subgrantee a limited, nonexclusive,

[4] *See* HHS Policy of Promoting Efficient Spending (January 8, 2025), available at https://www.hhs.gov/grants-contracts/contracts/contract-policies-regulations/efficient-spending/index.html. *See also* HHS Policy on the Use of Appropriated Funds for Food (August 13, 2025), available at https://www.hhs.gov/grants-contracts/contracts/contract-policies-regulations/spending-on-food/index.html.

royalty-free license, with the right to sublicense to Subgrantee's contractors and Secondary Subgrantees engaged to perform under this Agreement, to use, reproduce, publish, republish, summarize, excerpt, modify, create derivative works of, and otherwise exploit JFNA's Background IP that JFNA makes publicly available for free ("**JFNA Free Materials**") for any lawful purpose during and after the Performance Period; provided that: (A) Subgrantee must ensure JFNA is identified in writing as the source of the JFNA Free Materials whenever the JFNA Free Materials are used, including by incorporating any citation provided by JFNA; (B) Subgrantee may only redistribute, reproduce, publish, republish, or otherwise share access to JFNA Free Materials, subject to the same terms and conditions Subgrantee is subject to under this Agreement with respect to the JFNA Free Materials; and (C) if a derivative work is created using, or otherwise incorporates, the JFNA Free Materials, Subgrantee must obtain JFNA's prior written approval to charge any fees for the derivative work, except that JFNA agrees that any such derivative work that only uses a nominal portion of JFNA Free Materials will not require such preapproval. Subgrantee may not charge for access to standalone JFNA Free Materials.

2. License to JFNA Paid Materials. Subject to the terms and conditions of this Agreement and the payment of any applicable charges, JFNA grants Subgrantee a limited, nonexclusive, royalty-free license, with the right to sublicense to Subgrantee's contractors and Secondary Subgrantees engaged to perform under this Agreement, to internally reference JFNA's Background IP that JFNA publicly charges for access to or that JFNA otherwise marks as "paid" resources ("**JFNA Paid Materials**") for any lawful purpose during and after the Subgrant Term; provided that: (A) Subgrantee must ensure JFNA is identified in writing as the source of the JFNA Paid Materials whenever the JFNA Paid Materials are used, including by incorporating any citation provided by JFNA; (B) Subgrantee may not redistribute, reproduce, publish, republish, or otherwise share access to the JFNA Paid Materials, but may direct third parties to JFNA's website where JFNA Paid Materials are hosted so such third parties can obtain access to the JFNA Paid Materials directly from JFNA; and (C) Subgrantee may not create derivative works of JFNA Paid Materials without prior JFNA written approval. For clarity, the foregoing license and related restrictions will not limit Subgrantee's rights to use the JFNA Free Materials under Section 5(j)(1) (License to JFNA Free Materials) even if the same content also appears in JFNA Paid Materials.

3. License to Subgrantee Background IP. Subgrantee grants JFNA and its affiliates a non-exclusive, royalty-free, limited, non-exclusive, worldwide, sublicensable license to Subgrantee Background IP as reasonably necessary for JFNA to perform under this Agreement and to

use deliverables and program outputs for program administration, reporting, and compliance. This license does not restrict Subgrantee's separate exploitation of its Background IP.

(2) Foreground IP. Each Party shall jointly own all rights, title, and interests in any inventions, technologies, data, materials, copyrights, and other intellectual property developed (whether jointly or solely) by either of the Parties or their affiliates or contractors under this Agreement or otherwise using the other Party's Background IP, Confidential Information, or Subgrant, as applicable ("**Foreground IP**"); provided that Foreground IP will not include either Party's Background IP. Each Party, on behalf of itself and its affiliates and contractors, agrees to assign and hereby does assign to the other Party a joint ownership interest, on an equal basis, in and to the Foreground IP to the other Party. Each of Party may freely use, license, and otherwise exploit any Foreground IP for any lawful purpose without any approvals or consents from, or accounting or other consideration to, the other Party; provided that: (A) each Party must ensure the other Party is identified in writing as contributor to the Foreground IP whenever the Foreground IP are used, including by incorporating any citation reasonably agreed to by the Parties; each Party must credit the other Party when using or distributing Foreground IP; (B) Subgrantee may only distribute, redistribute, reproduce, publish, republish, or otherwise share access to Foreground IP, subject to the same terms and conditions Subgrantee is subject to under this Agreement with respect to the Foreground IP; and (C) Subgrantee must obtain JFNA's prior written approval to charge any fees for the Foreground IP or any derivative work thereof.

(3) Prosecution, Maintenance, and Defense. JFNA will have the first right to prepare, file, and prosecute any patents, registered copyrights, or other forms of registered intellectual property covering or included in the Foreground IP ("**Foreground IP Registrations**"); provided that JFNA will reasonably consult with Subgrantee on all filings related to such Foreground IP Registrations. Subgrantee may request in writing that JFNA prepare, file, and prosecute certain Foreground IP Registrations as Subgrantee may designate and JFNA may submit such requested Foreground IP Registrations, subject to the Parties' reasonable agreement with respect to the content of such requested Foreground IP Registrations. In such case, Subgrantee shall reimburse JFNA for all costs and expenses incurred in connection with the preparation, filings, prosecution, defense, and maintenance of the requested Foreground IP Registrations. JFNA will use commercially reasonable efforts to keep Subgrantee reasonably informed of all substantive developments related to the preparation, filing, and prosecution of the Foreground IP Registrations. Each Party agrees to reasonably cooperate with the other on the registration, prosecution, maintenance, and defense of Foreground IP. Notwithstanding the foregoing, if JFNA determines in its sole discretion to abandon, not maintain, or cease prosecution of any Foreground IP Registrations, JFNA shall provide Subgrantee with notice of such

determination, and following such notice, Subgrantee shall have a second right, but not the obligation, to assume, at its discretion and at its sole expense, responsibility for filing, prosecution, or maintenance of such Foreground IP Registrations.

(4) Enforcement Rights. If either Party becomes aware of any actual or threatened infringement of the Foreground IP, it will promptly inform the other Party of such infringement. JFNA will have the sole right, but not the obligation, to take whatever action it deems necessary with respect to any infringement or threatened infringement of the Foreground IP and shall have sole and exclusive control of any such action. At JFNA's option, JFNA may permit Subgrantee to join in any such enforcement action if Subgrantee wishes to do so, on terms reasonably agreed by the Parties; provided that (A) JFNA will retain ultimate decision-making authority and control with respect to any enforcement action, and (B) if JFNA and Subgrantee jointly partake in any enforcement action relating to the Foreground IP, then all costs and expenses will be shared. If Subgrantee reasonably requests that JFNA take any action with respect to any infringement of the Foreground IP, JFNA may undertake such action or permit Subgrantee to undertake such action, at Subgrantee's sole cost and expense, subject to the Parties' reasonable agreement with respect to the scope and nature of such action. Each Party shall cooperate with the other Party in connection with any enforcement action relating to the Foreground IP, including becoming a party to such enforcement action if required by a court of competent jurisdiction. In the event there is any award resulting from an enforcement action relating to the Foreground IP, each Party will be entitled to first recoup its costs and expenses incurred in connection with such an enforcement action and then any remaining award will be retained by the enforcing Party or, where both Parties have jointly participated in an action (other than solely being joined in an action to meet requirements of a court of competent jurisdiction), shared equally.

(5) Confidentiality. For purposes of this Agreement and subsection, "**Confidential Information**" is information furnished by Subgrantee or JFNA under this Agreement that is designated in writing as "confidential." This Section shall survive termination or expiration of this Agreement for any reason. To the extent that Subgrantee or JFNA possesses or has access to confidential information and to the extent that JFNA may have access to or acquire information with respect to such information in connection with Subgrantee's, or another Subgrantee's provision of services and/or communications with JFNA, each of Subgrantee and JFNA agrees that it shall neither disclose to any third-party nor use for any purpose other than the performance of the services and obligations under this Agreement, any confidential information, except to the extent that the information was already known to Subgrantee or JFNA as applicable at the time the information was received; (ii) was in the public domain at the time the information was received, or thereafter enters the public domain through no fault or action of Subgrantee or JFNA as applicable; or (iii) is required by law to be disclosed.

Upon termination or expiration of this Agreement, each Party agrees that upon the request of the other, it shall promptly deliver to the requesting Party, or destroy, all documents and materials of any nature pertaining to the services provided hereunder, and shall not retain any documents or materials containing any confidential information, except to the extent that this Agreement or Applicable Law requires the Party receiving the request to maintain records in which the information is found for a specific period of time. Any documents or materials that are required by law to be maintained shall be held in accordance with the confidentiality requirements of this Section and not further used or disclosed.

k. Authorization for Disbursements. All disbursements are contingent upon JFNA's receipt of any authorization from ACL required under Executive Order 14332 or the Grant. Subgrantee shall provide, with each payment request or as JFNA requests, a written explanation with specificity supporting the request. JFNA shall have no obligation to disburse funds it is not authorized to draw down by HHS or under Applicable Law.

6. Administration, Oversight, and Integrity

a. Financial Reports and Annual Financial Statements. Subgrantee shall comply with any and all JFNA financial reporting requirements and requests, including but not limited to submission dates for reports, accurate completion and submission of all financial reporting forms, adherence to financial policies and procedures, drafting and submission of new or revised budgets, attendance at financial trainings, raising and expending match funds concurrently with JFNA funds during the program period, requests for documents and audited financial statements, and requests for additional financial information related to Subgrantee's project(s) and/or budget(s). Failure to comply with JFNA's request for financial reporting forms, financial statements, or other financial-related information and/or concurrently expend JFNA and match funds during the grant period may result in the temporary and/or permanent suspension of funds and/or the return of used and/or unused funds to JFNA, or JFNA's Termination for Cause of this Agreement. JFNA reserves the right to change any and all financial reporting requirements, processes, dates, and forms as needed during the tenure of the program and will use reasonable efforts to notify Subgrantee thereof.

(1) Definition of "**Program Funds.**" For the purposes of this Agreement and Subgrantee's program, Program Funds is defined as the total of JFNA Subgrant funds plus Subgrantee's required minimum match funds. Subgrantee's budget shall include only line-items listed and allocated expenses funded by JFNA grant funds and required minimum match funds. Program Funds shall not be mixed or used interchangeably with other sources of funding or used for purposes outside of the pre-approved budget without a budget modification approved by JFNA.

(2) Financial information reported on quarterly financial reports shall be the draw down and recorded numerical data of actual expenses attributed to both JFNA funds and financial and/or in-kind match funds expended on JFNA project personnel, programing, Indirect Costs, and training workshop or other JFNA gathering costs per the line items in Subgrantee's final budget. Subgrantee shall not have a deficit in any subcategory of personnel, programming, Indirect Costs, and training workshop in the quarterly financial report. Partial reporting and estimates are not allowed.

(3) Subgrantee shall provide JFNA with notice within five (5) business days of any non-routine audit, investigation, claim, action, suit, or other proceeding that reasonably may impact the Subgrant and/or Subgrantee Activities, and shall provide documents, correspondence, and updates related to the foregoing as reasonably requested by JFNA, unless such documents, correspondence, and updates are subject to the attorney-client privilege or any similar privilege or immunity.

(4) Pursuant to 2 CFR Part 200 Subpart F, non-Federal entity that expends over a certain specified amount in federal funds from all sources during the entity's fiscal year is required to have a single or program-specific audit conducted for that year. Subgrantee shall provide to JFNA annually by October 1 its most recent audited annual financial statements, including if applicable any federal single audit or program-specific audit as defined in 2 CFR 200 Subpart F and/or management letter, completed by Subgrantee's auditor. JFNA may at any time request new or updated audited financial statements from Subgrantee. Upon such a request, Subgrantee shall provide such new financial statements within a reasonable amount of time.

(5) Subgrantee shall provide and update all of its financial reports in JFNA's financial workbook, which is comprised of, at minimum, the following documents for each program period: 1) financial report; 2) evidence of match form; 3) budget modification form(s) (if any); and 4) approved final budget. JFNA only accepts this financial reporting mechanism and documents in an unprotected Excel format.

(6) For Programs that JFNA approved to have a Secondary Subgrantee, Subgrantee is responsible for submitting all financial reporting requirements and data and Secondary Subgrantee budget, if applicable or when requested.

(7) Program and Budget Modifications. Subgrantee must complete the activities aligned with the PCTI Program's goals and spend JFNA grant funds and the required minimum match funds as written in Subgrantee's application and approved final budget. Subgrantee must notify JFNA of any intent to change or eliminate a project prior to implementation. Any project and/or budget modifications must be approved by JFNA prior to implementation. While a budget may be modified during the term of the program, the total JFNA award may not increase. Failure to comply with approved program plans, budgets,

and/or subsequent modifications may result in the temporary and/or permanent suspension of funds and/or the return of used and/or unused Subgrant funds to JFNA. JFNA reserves the right to change any and all program and financial reporting requirements, processes, dates, and forms as needed during the tenure of the program.

(8) Subgrantee must notify JFNA if there is any change in Subgrantee tax status.

(9) Subgrantee must raise and meet required match funds. JFNA and match funds must concurrently be expended during the program period. Failure to expend both JFNA and match funds may result in the temporary and/or permanent suspension of funds and/or the return of used and/or unused Subgrant funds to JFNA.

b. Recordkeeping. Subject to any limitations imposed by Applicable Law, Subgrantee shall keep full, complete, and systematic records, together with all pertinent data and documentation, of its activities relating to the Subgrant and to its delivery of PCTI Services, and shall require any Secondary Subgrantees to maintain such records and documentation relating to the Subgrant or delivery of PCTI Services, including, without limitation, participation records, case note logs, intake and needs assessments, service plans, outreach materials, agendas and syllabi, class attendance sheets, and training materials.

(1) Subgrantee shall maintain records of staff time relevant to the Subgrantee Activities.

(2) In addition, Subgrantee shall maintain and keep complete and accurate financial records, prepared in accordance with generally accepted accounting principles, of the receipt and disbursement of funds and expenditures incurred under the terms of this Agreement and of the Subgrant. These financial records shall include any substantiating documentation, such as bills, invoices, cancelled checks, and receipts documenting all Subgrantee expenditures, including any funding distributed to Secondary Subgrantees with these grant funds.

All records required to be maintained under this Agreement will be kept securely at Subgrantee's principal place of business until the termination or expiration of this Agreement and thereafter until the later of (i) four (4) years from the end of the Program Period specified in Schedule A; and (ii) the conclusion and full resolution of any litigation matters, claims, or audits and audit findings related to the Grant that are ongoing as of such date (the "**Subgrant Record Retention Period**"). All records shall be made available to JFNA or its designated representatives, including, but not limited to JFNA's designated auditors, upon JFNA's request, at a reasonable time, upon reasonable notice.

c. Site Visits. During the term of this Agreement, as many times as may be requested by JFNA, upon reasonable notice to Subgrantee, Subgrantee agrees to coordinate a

time for representatives designated by JFNA (including third parties working with JFNA) to visit in-person or virtually the offices, property, or other venues where Subgrantee or any Secondary Subgrantee is delivering services for the purpose of monitoring to ensure compliance with this Agreement, and/or provide coaching to improve program and financial management, service delivery, and evaluation activities. It is unlikely, although it may occur, that the number of site visits will exceed more than one (1) visit per grant period, unless Subgrantee fails to comply with any material provision(s) of this Agreement or if JFNA needs additional information and/or oversight of or to provide in-person technical support and/or training for Subgrantee's program, financial, and/or evaluation activities and reporting during the grant period. The site visit will focus on observing program activities, the provision of technical assistance, interviewing representatives and employees of Subgrantee or any Secondary Subgrantee, and ensuring fiscal compliance and good recordkeeping of awarded funds. Specific details of the scope and focus of the site visit will be provided prior to the visit. Failure to cooperate with planning, carrying out, or following up on issues raised may result in the temporary or permanent suspension of funds, and/or the return of used and/or unused JFNA grant funding with written notice.

d. Continuation Funding and Sustainability. Subgrantee shall use its best efforts to ensure the sustainability of the PCTI Program beyond the completion of the Program Period covered by this Agreement by obtaining continuation funding, incorporating the Program or innovation into Subgrantee's infrastructure and operations, developing alternatives to services that incorporate PCTI principles, and/or seeking new and expansive support for the PCTI Program in Subgrantee's community after the Subgrant is concluded.

e. Equipment and Property. Unless otherwise instructed by JFNA, Subgrantee shall follow the property standards (pertaining to real property, equipment, supplies, and intellectual property), including insurance coverage and prior approval requirements, identified at 2 CFR §§ 200.310, 200.311, 200.313–200.316 and 200.439.

7. Regulatory Compliance and Award Management

a. Federal Award Management. The disbursement of any portion of the Subgrant is subject to the condition that Subgrantee shall have obtained (i) a Unique Entity Identifier ("**UEI**") number issued by the Federal System for Award Management ("**SAM**") via www.SAM.gov; and (ii) if required by JFNA or Applicable Law, a valid and active SAM registration, unless, in either case (i) or (ii), Subgrantee has been exempted from such requirement by a Federal agency and have provided to JFNA evidence of such exemption. In accordance with the Federal Financial Accountability and Transparency Act, Subgrantee shall complete any SAM mandated reporting obligations for the Subgrant on SAM.gov. Unless exempt by a Federal agency, Subgrantee must confirm such UEI number and registration in writing to JFNA upon signing this Agreement. Subgrantee is responsible for ensuring that, if required by JFNA or Applicable Law, Secondary Subgrantees are

registered in SAM and obtain UEI numbers, or are exempted from registering, before funding is distributed. As applicable, Subgrantees shall confirm Secondary Subgrantee UEI numbers and SAM registration in writing to JFNA before any funding is disbursed to the Secondary Subgrantee.

b. Compliance with Applicable Law. Subgrantee agrees that it shall, and shall require any Secondary Subgrantees to, conduct Subgrantee Activities in compliance with all applicable Federal and State laws, regulations and standards ("**Applicable Law**"), including, but not limited to:

(1) The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Parts 200 and 300;

(2) The National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care promulgated by the Office of Minority Health of the U.S. Department of Health and Human Services;[5]

(3) if Subgrantee is an entity covered by the Health Insurance Portability and Accountability Act ("**HIPAA**"), the requirements and regulations of HIPAA, its implementing regulations, and the Health Information Technology for Economic and Clinical Health ("**HITECH**") Act and its implementing regulations. Specifically, Subgrantee shall not disclose any information that constitutes protected health information ("**PHI**"), as defined by HIPAA, to JFNA unless:

1. Such disclosure is at the written and signed direction of the individual who is the subject of the PHI, and such direction clearly identifies JFNA as the designated recipient and where to send the information, in accordance with 45 C.F.R. § 164.524(c)(3)(ii); or

2. The individual who is the subject of the PHI has signed a HIPAA-compliant authorization authorizing such disclosure, in accordance with 45 C.F.R. § 164.508.

(4) HHS GPS (effective October 1, 2025), including the public policy requirements set forth in Schedule D (attached hereto);

(5) Federal anti-discrimination laws, such as Title VI of the Civil Rights Act, Title VII of the Civil Rights Act, Title IX of the Civil Rights Act, Section 504 of the Rehabilitation Act, the Age Discrimination Act, and Section 1557 of the Affordable Care Act.

(6) Trafficking Victims Protection Act of 2000 and any re-authorizations of the Act;

[5] The National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care is available at https://thinkculturalhealth.hhs.gov/clas/standards.

(7) 45 C.F.R. § 87.3 on equal treatment for faith-based organizations regarding explicitly religious activity as applied to federal grants and JFNA's Faith-Based Organizations Guidance, including by providing to all participants the notice set forth in Appendix A to the Faith-Based Organizations Guidance;[6]

(8) For any Subgrantee information systems, electronic or hard copy, which contain federal data, the Federal Information Security Management Act (FISMA), as amended, including by the Federal Information Security Modernization Act of 2014, P.L. 113-283;

(9) HHS Administrative and National Policy Requirements;

(10) Section 106(g) of the Trafficking Victims Protection Act, 22 USC 7104(g);

(11) Salary rate limitations under the appropriations act(s) applicable to the funds disbursed, as implemented by HHS or ACL (which as of the Effective Date is the federal Executive Level II salary rate limit as set forth in the HHS GPS), or such other limitations required by JFNA, HHS, ACL, or Applicable Law;

(12) The National Defense Authorization Act (NDAA), 41 USC § 4712;

(13) Whistleblower Protections for Contractor Employees, 48 CFR Part 3 Subpart 3.9; and

(14) The National Institute of Standards and Technology Cybersecurity Framework.

Subgrantee certifies that neither Subgrantee, nor any individuals or entities carrying out activities on behalf of Subgrantee under this Agreement are debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in government awards or programs, including without limitation pursuant to 2 C.F.R. § 200.214 or 2 C.F.R. Part 180, 42 C.F.R. Part 402 or 21 U.S.C. 335(a)-(b). Subgrantee certifies its commitment to (1) ensuring that proper policies, procedures, and oversight are in place to prevent discriminatory harassment and other discriminatory practices; and (2) responding appropriately to allegations of discriminatory practices. Subgrantee shall ensure that all expenditures of Program Funds are free from fraud, waste, abuse, and duplication, and shall promptly report suspected fraud, waste, abuse, or duplication to JFNA.

8. Lobbying Disclosure; Conflicts of Interest

a. Lobbying. By accepting funds under this Subgrant, Subgrantee is agreeing that none of the funds awarded from the Subgrant shall be:

[6] *See* JFNA "Faith-Based Organizations Guidance" from the Policies & Forms Library here: https://cdn.fedweb.org/fed-42/2/Faith-Based_Organizations_Guidance_Feb_2026.pdf

(1) expended for the purpose of making federal lobbying contacts or performing federal lobbying activities as those terms are defined in the Lobbying Disclosure Act of 1995 and amended by the Honest Leadership and Open Government Act of 2007;

(2) expended for the purpose of engaging in any other lobbying at a state or local level; or

(3) used to pay any person to influence any employee or officer of an agency, member of Congress, or officer or employee of Congress with respect to the award, extension, continuation, renewal, amendment, or modification of this Subgrant.

Subgrantee certifies by signature to this Agreement that it has (i) not made and will not make prohibited payments specified in 31 U.S.C. 1352; and (ii) will be responsible for reporting the use of non-appropriated funds for such purposes.

Nothing in this Agreement is intended to prevent Subgrantee from using other funds to influence federal, state, or local governmental action in any lawful or permissible manner.

b. Conflicts of Interest. No employee, officer, or agent of Subgrantee shall participate in the selection, award, or administration of a contract supported by the Subgrant, including without limitation Secondary Subgrants, if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the individuals indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of Subgrantee shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements, including without limitation Secondary Subgrantees.

9. Contractual Terms and Provisions

a. Indemnification. Subgrantee shall defend and hold harmless JFNA, its directors, officers, employees, and agents and indemnify them and each of them solely in such individual's capacity as director, officer, employee, or agent, as applicable, against any and all liability, loss or expense, including reasonable attorney's fees, or claims for injury or damages arising out of, or in connection with any breach by Subgrantee of any representation, warranty or covenant in this Agreement or from any act or omission of Subgrantee in the performance of its obligations under this Agreement, and Subgrantee shall satisfy any judgment and pay all damages, penalties, royalties and other costs related to the litigation or settlement of the claim, including attorney's fees, provided that JFNA shall have promptly notified Subgrantee in writing of the existence of the claim and shall have cooperated reasonably with Subgrantee in the defense of the claim. JFNA shall not settle any claim for which Subgrantee is providing indemnification according to this

Agreement without Subgrantee's consent, which shall not be unreasonably withheld or delayed. Subgrantee shall not settle any matter for which it is providing indemnification to JFNA, other than any settlement exclusively requiring the payment of monetary damages to be paid entirely by or on behalf of Subgrantee, without the prior written consent of JFNA.

b. Unilateral Changes. Subgrantee understands and agrees that the Subgrant is subject to federal requirements and Applicable Law applicable to the Grant. To ensure ongoing compliance with such requirements and Applicable Law or effective administration of the Subgrant, JFNA may decide to alter the course of the PCTI Programs in real time and may unilaterally amend this Agreement. This may mean that an awarded activity could be expanded, modified, partnered, rescinded, or discontinued at the discretion of JFNA, including pursuant to the direction of or in response to actions or decisions by HHS or ACL. Subgrantee agrees to comply with all requests from JFNA with respect to such changes.

c. Term and Termination; Survival. This Agreement shall take effect on the Effective Date and expire ninety (90) days after the end of the Program Period, unless a No-Cost Extension is approved by JFNA or unless earlier terminated as set forth herein (the "**Agreement Term**"). If a No-Cost Extension is approved, the Agreement shall terminate ninety (90) days after the end date of the approved extension period. Notwithstanding any termination of this Agreement, the provisions of Sections 2(a-j), 4, 5(a), 5(i), 5(j), 6(d), 7(a-b), 8(a-b), 9(a), and 11 shall survive.

(1) Termination for Cause. In the event of any material breach of this Agreement by Subgrantee, JFNA may terminate this Agreement immediately ("**Termination for Cause**") upon written notice to Subgrantee. JFNA, in its sole discretion, may allow Subgrantee a time period, specified in the written notice of termination, to cure the material breach. Upon any Termination for Cause, no further disbursements to Subgrantee shall be made, and Subgrantee may be obligated to repay any amount of the Subgrant previously disbursed by JFNA, whether expended and/or unexpended funds.

(2) Immediate Termination. JFNA may immediately terminate this Agreement (a) at the direction of HHS or ACL, (b) when necessary to comply with Applicable Law and federal requirements applicable to the Grant, or (c) to protect the health and welfare of PCTI Program participants and their Family Caregivers. In the event a decision is made to terminate this Agreement, Subgrantee must continue to comply with record retention and access requirements provided in this Agreement.

(3) Termination for Convenience. Either Party may terminate this Agreement, in whole or in part, without cause upon thirty (30) days prior written notice to Subgrantee ("**Termination for Convenience**"). In the event of any Termination for Convenience, Subgrantee will not receive any additional funds from JFNA after the termination notice date. In the event of any Termination for Convenience by either Party, JFNA shall require Subgrantee to repay any

amount of unexpended Subgrant funds previously disbursed by JFNA. In addition, in the event of any Termination for Convenience by either Party, Subgrantee shall complete any required closeout reports in accordance with Section 2(h) and complete other required closeout actions for the Subgrant.

(4) JFNA may terminate this Agreement in whole or in part at any time, including during a Budget Period, if ACL terminates or partially terminates the Grant under 2 CFR 200.340.

d. No Promissory Estoppel; No Reliance. Subgrantee acknowledges and agrees that any funding under this Agreement is contingent upon JFNA's receipt of federal Subgrant funds. Subgrantee shall not rely on Subgrant funds and hereby waives any claim of promissory estoppel with respect to such funds. In the event that JFNA's federal funding is revoked, reduced, suspended, or otherwise made unavailable, or if the mechanism through which such funding is provided ceases to exist or is materially altered such that funding is no longer available under this Agreement, this Agreement shall terminate effective immediately. In such event, JFNA will be released from its obligation to disburse Subgrant funds to Subgrantee and Subgrantee shall have no entitlement to any additional disbursement of Subgrant funds. Furthermore, JFNA may require Subgrantee to repay any amount of the Subgrant previously disbursed by JFNA, which may include unexpended funds if required by Applicable Law as determined by JFNA in its sole discretion; if requested by HHS or ACL; or if Subgrantee materially breaches any provision of this Agreement or requirements of the Subgrant. Subgrantee hereby waives, releases, and agrees to hold harmless and not assert any claim against JFNA (or its officers, directors, employees, or agents) for any damages, costs, losses, or liabilities arising out of or related to any revocation, reduction, suspension, unavailability, or cessation of federal funding or termination of this Agreement as provided herein.

e. Limitation and Amendment of Provisions. JFNA reserves the right to amend this Agreement, its Schedules and/or other attachments from time to time in its sole discretion. This Agreement, its Schedules and other attachments contain the entire understanding between JFNA and Subgrantee with respect to the subject matter hereof and supersede all other oral and written agreements and understanding between JFNA and Subgrantee that were made prior to this date. It is expressly understood that by making this Subgrant, JFNA has no obligation to provide other financial support to Subgrantee for purposes of fulfilling the PCTI Services or any other purposes. Neither this Agreement, nor any other oral or written statement or action of JFNA (other than a document executed on behalf of JFNA specifically purporting to create a binding obligation of JFNA) shall be interpreted to create any pledge or binding commitment by JFNA to make any future grant to Subgrantee.

f. Severability of Provisions. The provisions of this Agreement are independent of and severable from each other. If any of the provisions contained in this Agreement, including, without limitation, the rights and remedies enumerated herein, is hereafter construed to be invalid or unenforceable, the same shall not affect the

remainder of the covenant or covenants, or rights or remedies, which shall be given full effect without regard to the invalid provisions.

g. No Agency. Nothing in this Agreement is intended to create, nor shall anything herein be construed as creating, any relationship between the Parties or agency, partnership or joint venture. In performing its duties and obligations hereunder, each Party shall at all times act in the capacity of an independent contractor, and neither Subgrantee nor JFNA, nor any of their respective directors, officers, agents, and employees shall in any respect be deemed or act as an agent, partner, joint venturer, or employee of the other Party for any purpose or reason whatsoever.

h. Taxes. Subgrantee shall pay and report all federal, state and local tax, withholding and employment taxes, as applicable, and shall have sole responsibility for complying with all employment laws and insurance requirements applicable to the performance of services under this Agreement, including, but not limited to, workers, compensation, general liability, unemployment compensation, employer's liability, professional liability, and automobile liability coverage. JFNA will not withhold any taxes, levies, duties, contributions, withholding or impost of any nature (including related fines, penalties, surcharges of interest) on any payments made to Subgrantee.

i. Insurance. Subgrantee shall, for purposes of activities under this Agreement, maintain insurance coverages required by JFNA and commercially reasonable for its operations, with such ratings and limits as specified by JFNA and as commercially reasonable for its operations. Subgrantee shall have JFNA added to each of its insurance policies as a party entitled to coverage under each respective policy. JFNA may request from Subgrantee and, upon request, Subgrantee shall provide to JFNA certificates of insurance as evidence of required insurance coverages.

j. Assignment. This Agreement or any of the rights or obligations under this Agreement shall not be assigned by Subgrantee without JFNA's prior written consent, and any attempted assignment of this Agreement by Subgrantee in violation of this Section is void. An assignment includes: (i) any transfer of any or all of the Subgrant, including without limitation to an affiliate or a Secondary Subgrantee; (ii) an assignment by operation of law, including a merger, consolidation; or (iii) other transfer of all or substantially all of the Subgrantee's assets.

k. Publicity; Use of Name. Subgrantee must comply with JFNA's Public Acknowledgement Policy,[7] including any requirements of the Public Acknowledgement Policy for content or disclosures in any publication, announcement, release, statement, or other public communication that describes or mentions the Subgrantee Activities funded in whole or in part with Program Funds

[7] JFNA's Public Acknowledgement Policy is available at https://cdn.fedweb.org/fed-42/2/JFNA%2520Public%2520Acknowledgement%2520Policy%2520%2528Updated%2520Dec.%25202024%2529.pdf.

("Subgrantee Activities Publications"). Subgrantee shall obtain the prior written approval of JFNA prior to any Subgrantee Activities Publications or use of JFNA's name, trademarks, or other logos in any publicity, advertising, or news release. JFNA shall not unreasonably withhold or deny consent to a request from Subgrantee to use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement to satisfy any reporting, funding, or other requirements under Applicable Law. JFNA may use Subgrantee's name, trademarks, or other logos to disclose the existence and purpose of the relationship that is the subject of this Agreement, including without limitation in any publicity, advertising, or news release.

l. Interpretation; Conflicts. This Agreement will be interpreted as consistent with the Grant. In the event of an irreconcilable conflict between this Agreement and the Grant, the Grant will control.

m. Basic Representations and Warranties. Each of JFNA and Subgrantee represents and warrants that:

(1) it is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and, if relevant under such laws, in good standing;

(2) it has the power to execute this Agreement, to deliver this Agreement and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution and delivery;

(3) such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding or affecting it or any of its assets;

(4) all governmental and other consents that are required to have been obtained by it with respect to this Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with; and

(5) its obligations under this Agreement constitute its legal, valid, and binding obligations, enforceable in accordance with their terms.

n. Accuracy of Information. Subgrantee represents and warrants that all information contained in the Proposal and all Subgrantee representations and warranties in this Agreement are, as of the Effective Date, true, accurate, and complete in every material respect. Subgrantee shall inform JFNA promptly, and in any event within two (2) business days if any information contained in the Proposal and all Subgrantee representations and warranties in this Agreement are no longer true, accurate, and complete in every material respect.

o. Court Orders. Any term of this Agreement that implements a Grant condition HHS has been enjoined from imposing by court order shall not apply to Subgrantee to the extent and for so long as such order applies.

10. **Notices**. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered if delivered personally or by a nationally recognized overnight courier service, or one business day after being delivered by certified email (without receipt of a failure of delivery notification), to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt).

If to JFNA:

Shelley Rood Wernick
Associate Vice President, Center on Aging, Trauma, and Holocaust Survivor Care
Jewish Federations of North America
25 Broadway, 17th Floor
New York, NY 10004
Shelley.Wernick@JewishFederations.org

With a copy to:
Shelley Rood Wernick
Associate Vice President, Center on Aging, Trauma, and Holocaust Survivor Care
Jewish Federations of North America
1275 Pennsylvania Avenue, NW, 9th Floor
Washington, DC 20004

If to Subgrantee:

To the address specified in Schedule A.

11. **Governing Law**. This Agreement will be governed by and construed in accordance with federal law and the laws of the State of New York without regard to conflicts of laws principles thereof.

12. **Disputes**. Any controversy or claim arising out of or relating to this Agreement shall be settled solely by binding arbitration administered by the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall appoint one arbitrator. The two party-appointed arbitrators shall select a third arbitrator. If, within thirty days after their appointment, the two party-appointed arbitrators do not select a third arbitrator, the third arbitrator shall be selected by the AAA. The place of arbitration shall be Manhattan County, New York. The arbitration shall be governed by

the laws of the State of New York (other than choice of law principles thereof). The prevailing Party shall be entitled to an award of reasonable attorney fees. Except as may be required by law, neither Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties. Either Party may seek review or enforcement of the arbitration decision in a court of the State of New York or the United States District Court, in each case, located in the Borough of Manhattan in New York City ("**Manhattan Courts**"). Each Party (a) submits to the exclusive jurisdiction of Manhattan Courts for such purpose, except that JFNA may initiate proceedings to enforce an arbitration decision in another jurisdiction with personal jurisdiction over Subgrantee; (b) waives any objection which it may have at any time to the laying of venue of any proceedings to review or enforce an arbitration decision related to this Agreement brought in any Manhattan Courts, waives any claim that such proceedings have been brought in an inconvenient forum, and further waives the right to object, with respect to such proceedings, that such court does not have any jurisdiction over such Party; (c) agrees, to the extent permitted by Applicable Law, that the bringing of proceedings to review or enforce an arbitration decision related to this Agreement in any one or more jurisdictions will not preclude the bringing of such proceedings in any other jurisdiction.

13. Counterparts; Electronic Signatures

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one agreement. The Parties agree that delivery of an executed counterpart of a signature page of this Agreement by fax transmission or other electronic mail transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart thereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement below as of the date first above written.

JEWISH FEDERATIONS OF NORTH AMERICA

By: Date:

Shelley Rood Wernick
Associate Vice President, Center on Aging, Trauma, and Holocaust Survivor Care
The Jewish Federations of North America

[Subgrantee Name]

By: Date:

Name:
Title:

Schedule A

Subgrant Information

Subgrantee Information:
Full Legal Organization Name:
Address:
City:
State:
Zip Code:
Name and Title of Chief Executive Officer:
Email address of Chief Executive Officer:
Contact information for notices (if different from above):

Subgrant Information:
Effective Date: [DATE]
Cohort Name: [ ]
JFNA Subgrant Number:
Program Period: [DATE]
Period 1 Program Dates: [DATE]
Period 1 Subgrant Award: [$]
Period 1 Minimum Match: [$]
Period 1 Matching Funds Deadline: [DATE]
Period 1 Total Budget to be Expended: [$]
Period 2 Program Dates: [DATE]
Period 2 Subgrant Award: [$]
Period 2 Minimum Match: [$]
Period 2 Matching Funds Deadline: [DATE]
Period 2 Total Budget to be Expended: [$]

Funding for Period 2 is dependent upon the availability of federal funds and Subgrantee compliance with the Agreement, Applicable Law, and Subgrant requirements.
Payment Schedule: Payment of Subgrant funds will be disbursed according to the following schedule. The first 50% of Period 1 Subgrant funds will be disbursed within thirty (30) days after the Period 1 Program start date if the Cooperative Agreement has been signed and all documents have been finalized and approved by JFNA. The remaining balance will be paid in single or multiple installments based upon Subgrantee's compliance with program requirements and expenditure rate of JFNA subgrant and match funds during the program period. JFNA reserves the right to modify, withhold, or recoup Subgrant funds as set forth in this Agreement.
JFNA Approved Projects:
Only the following project(s) have been approved for JFNA funding:

- [TBD]
- [TBD]

Schedule B – Innovations

Innovations Program Attachment

Innovations Program Requirements. All requirements included in the RFP and Program Guidelines, including the requirement that a program be innovative and use PCTI concepts, remain enforceable. Subgrantee's failure to comply with the program requirements and/or evaluation requirements of the Subgrant, or to comply with Applicable Law, may require Subgrantee to return used or unused Subgrant funds and/or for JFNA to temporarily or permanently suspend disbursement of funds.

Evaluation Requirements. Subgrantee acknowledges that by accepting the Subgrant, it is expected to engage in activities related to the evaluation of the Subgrant. These evaluation activities enable Subgrantee and JFNA to determine grant impact, promising practices, and potential for replication.

Responsibilities of JFNA. Related to evaluation, JFNA will provide the following:

a. In close collaboration with the Subgrantee during the first six months of the Subgrant, JFNA shall develop evaluation strategies and tools, including surveys, for each of the Subgrantee's grant-funded projects. These tools will be sent directly to each Subgrantee. This includes documentation outlining proposed Subgrant impacts, goals, data collection approach, and finalized data collection tools.

b. JFNA will provide reporting templates and maintain such templates in the JFNA Policies & Forms Library.

Responsibilities of Subgrantee. Related to evaluation, Subgrantee agrees to the following requirements:

(1) Subgrantee shall complete all evaluation reports including, but not limited to, the project participant report, programmatic reports, evaluation update report, and any other evaluation reports as reasonably requested by JFNA.

(2) Subgrantee shall administer the survey to project participants according to the evaluation strategy.

(3) Subgrantee shall collect and submit to JFNA through projects surveys qualitative and quantitative data to satisfactorily demonstrate project impact and satisfactorily document the details of project replication. Survey data collection shall begin during the first six months of the Subgrant. Subgrantee shall ensure timely and accurate collection of data and enter all survey data into JFNA's database in a timely manner.

(4) Subgrantee shall utilize all reporting templates as directed by JFNA that are maintained in the JFNA Policies & Forms Library.

(5) Subgrantee shall participate in evaluation trainings including, but not limited to, an evaluation orientation and introduction to PCTI evaluation.

(6) Subgrantee shall participate in at least two evaluation consultation meetings and check-ins as needed and determined by JFNA with JFNA's research and evaluation team.

(7) Subgrantee shall come prepared to evaluation consultation meetings and provide feedback on evaluation documentation.

(8) Subgrantee shall notify JFNA in a timely manner if it believes that changes to the evaluation strategy and tools are needed.

(9) Subgrantee shall participate in local and national evaluations of PCTI Services, as JFNA may reasonably request.

Waivers or Modifications of Evaluation Requirements. JFNA may waive or modify, in its absolute discretion, certain evaluation requirements for certain subgrantees, and will use reasonable efforts to notify Subgrantee thereof.

Schedule C

Matching Obligation

Subgrantee is required to provide matching funds for grant funds allocated by JFNA. Subgrantee's Program Funds, or total program budget, shall be defined as the total of the awarded JFNA grant plus the required minimum matching funds. Match funds must be raised for, expressly dedicated to, and reinvested in the program activities outlined in the approved scope of work or Secondary Subgrantee receiving JFNA grant funds and must be proportionate to the level of JFNA grant investment.

Amount of Match. The required minimum match funds are detailed in the Subgrantee's final budget and Schedule A.

Sources of Match. The match can be derived either from resources of Subgrantee, Secondary Subgrantees, or a mix of both. Matching fund contributions may include, but are not limited to:

a) In-kind contributions are defined as time, goods, and services, and may include staff and volunteer time, donated goods, and office space supporting JFNA-funded projects. Volunteer time must directly contribute and be proportional to JFNA-funded program activities, and use of facilities may only be to conduct JFNA-funded meetings or program activities. To comply with the HHS GPS, rates for donated services used to satisfy a match requirement must be consistent with those paid for similar work in the organization. In those instances, in which the required skills are not found in Subgrantee's organization, rates must be consistent with those paid for similar work in the labor market in which Subgrantee would compete for the kind of services involved. If an employer other than Subgrantee furnishes the services of an employee, the services must be valued at the employee's regular rate of pay. Fringe benefits consistent with those that would be paid by the employing organization that are reasonable, allowable, and allocable may be included in the valuation. In-kind contributions must meet the requirements specified in 2 CFR 200.306 and 2 CFR 200.434.

b) Financial contributions are defined as cash and grants, and may include state and local government grants, foundation grants, individual donor contributions, Claims Conference funds, and KAVOD SHEF funds. Although Federal money shall not be used to meet the matching obligation, city, county, and state funding may be considered matching funds if that funding did not originate from the Federal government.

Prohibited Sources of Match: The following resources cannot be used toward the JFNA match:

a) Federal funds;

b) Funds from the JFNA Center on Aging, Trauma, and Holocaust Survivor Care; and

c) Funds received from Jewish Federations' Expanded Critical Supports Program, Expanded Critical Supports EFA Program, National Network Program, or Jewish Federations' contributions to KAVOD SHEF grants.

Uses for Match. Funds used for the match assume the characteristics of federal funds and must comply with all applicable rules and regulations governing the use of the federal funds. Funds can only be included as match if all these conditions of its use are met:

a) Match funding must be used for and applied to the same purpose as the JFNA funded project(s);

b) Match funding must be used for and applied to the same population as served by the JFNA funded project(s); and

c) Match funding shall not be used for other non-JFNA funded Subgrantee Activities.

Match Deadlines: Due dates for the match can be found in Schedule A. Financial match must be raised by and in-kind match must be committed by the due date, although both contributions may be used through the end of the respective program period; and

Demonstration of Match: Subgrantee shall provide written financial records and data in the form of JFNA quarterly financial and evidence of match reports demonstrating compliance in achieving required minimum match funds throughout the program's tenure. Subgrantee shall retain any and all receipts, documents, and other forms of written communication as evidence of complying with the match fund requirement by the deadline. Written evidence shall be defined as a descriptive itemized list of in-kind and financial contributions as reported in the quarterly Financial Reporting Form. If necessary, JFNA may request proof of such match funds including but not limited to an award letter from a foundation or other funder, and installment plans for major awards. JFNA reserves the right to ask for more detailed information about match fund contributions. If Subgrantee fails to comply with the match obligation, JFNA may require by written notice that Subgrantee return any or all of the previously disbursed funds, even if expended by Subgrantee, within 30 days from which such notice is given, and Subgrantee may be deemed ineligible to receive additional funds for this PCTI Program. If Subgrantee fails to provide such data, reports, documentation, and/or reports by the requisite deadlines, then JFNA may require by written notice that Subgrantee return any and all previously disbursed funds, even if expended by Subgrantee, within 30 days from such notice. This requirement shall survive the termination of this Agreement.

Schedule D

HHS Grants Policy Statement

The terms and conditions of the Grant include general administrative and public policy requirements outlined in the HHS Grants Policy Statement ("**HHS GPS**") which apply to the Grant. Subgrantee is responsible for establishing and maintaining the necessary processes to monitor its compliance and the compliance of its employees with the HHS GPS, including the public policy requirements therein. Subgrantee agrees that it shall conduct its activities in compliance with the HHS GPS. Relevant examples of these public policy requirements include, but are not limited to, the following:

(i) the activities abroad requirements;

(ii) requirements under the Age Discrimination Act of 1975;

(iii) requirements under the Equal Opportunity for Workers with Disabilities Act;

(iv) requirements under the Equal Opportunity for Disabled Veterans Act;

(v) requirements under the Civil Rights Act of 1964;

(vi) requirements under Section 504 of the Rehabilitation Act of 1972;

(vii) requirements under Title IX of the Education Amendments of 1972

(viii) requirements under Section 1557 of the Patient Protection and Affordable Care Act;

(ix) patient record confidentiality requirements;

(x) controlled substances, smoke-free workplace and drug-free workplace requirements;

(xi) requirements related to financial conflicts of interest;

(xii) requirements related to limited English proficiency;

(xiii) requirements related to standards of conduct; and

(xiv) requirements related to religious activities as program funds shall not be used to support explicit religious activities, such as worship, religious instruction, or proselytization.

For more information on these and other requirements, refer to the HHS GPS available at https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-oct-2025.pdf.

Schedule E

Definitions Schedule

- "**ACL**" means the Administration for Community Living of the United States Department of Health and Human Services or any successor federal government agency that administers the Grant.

- "**HHS**" means the U.S. Department of Health and Human Services.

- "**History of Trauma**" refers to an event, series of events, or set of circumstances that is experienced by an individual as physically or emotionally harmful or life threatening and that has lasting adverse effects on the individual's functioning and mental, physical, social, emotional, or spiritual well-being.

- "**Service Populations**" include the following populations:

  1. **Holocaust Survivor.** Jews who experienced the persecution and survived the mass murder that was carried out by the Nazis and their collaborators between 1933 and 1945. This included those who were in concentration camps, killing centers, ghettos, and prisons, as well as refugees or those in hiding. Holocaust survivors also include people who did not self-identify as Jewish but were categorized as such by the perpetrators of the Holocaust. The definitions of Jewish Nazi victim used by the Claims Conference and the German Government are also acceptable definitions for Holocaust survivors under this Agreement, and there may be other definitions. The U.S. Government does not limit services under this grant to any of these definitions; however, individuals born after February 1946 are not considered Holocaust Survivors under this Agreement.

  2. **Older Adult with a History of Trauma.** A person who is age 60 or over, in accordance with the Older Americans Act of 1965 (OAA) codified at 42 U.S.C. Chapter 35, with a History of Trauma.

  3. **Family Caregiver.** A family member, partner, or friend of an individual who assists that individual with a chronic, disabling health condition. Either the Family Caregiver or the individual must (a) be at least 60 years of age and (b) have a History of Trauma. The funded services must support the Family Caregiver's role as a caregiver.

- **"Supporters of Service Populations"** include Professional Service Providers and Volunteers, as further defined below.

  - **Professional Service Provider.** An individual who is paid to provide professional services on behalf of Subgrantee. This may include case managers, social workers, program managers, medical staff, legal staff, registered nurses, doctors, or certified nursing assistants, who may be internal or external to Subgrantee.

  - **Volunteer.** An individual working in an unpaid position to provide services on behalf of Subgrantee. This may include a volunteer for a friendly visitor program, meal delivery, or companionship.