FY 2021 – FY 2022 Afghan Placement & Assistance Program
Subrecipient Memorandum of Understanding

between

United States Conference of Catholic Bishops, Migration and Refugee Services
(hereinafter referred to as "USCCB")

and

_____

This Agreement is by and between United States Conference of Catholic Bishops, of 3211 4th St. N.E., Washington, D.C. 20017 ("USCCB/MRS") and _____, of _____ ("Community Partner"), and shall become effective on the date last signed below. The parties mutually agree as follows:

1. **Purpose and Scope**
   The purpose of this Agreement is to establish a programmatic and financial relationship between the Community Partner and USCCB to provide case management and support for Afghan parolees. Outside of this agreement, there is no formal corporate relationship between USCCB and the Community Partner.

2. **Statement of Work**
   a) This program is funded through a Cooperative Agreement with the U.S. Department of State's Bureau of Population, Refugees, and Migration (hereinafter "DOS/PRM"). The Community Partner shall comply with all applicable provisions of the USCCB Afghan Placement and Assistance Program (APA) guidelines and each subsequent Cooperative Agreement between USCCB and DOS/PRM to which this agreement applies.

   b) The Community Partner will participate in the provision of services as set forth in the Program Operations Manual ("Exhibit A"), which is attached hereto and made a part of this Agreement ("the Work"). By signing this document, the Community Partner agrees to comply with the program requirements outlined in Exhibit A, which may be amended by USCCB during the period of this MOU.

   c) The Community Partner shall furnish all necessary labor (including salary and fringe benefits), facilities, and equipment. The Community Partner shall carry out the specific objectives set out in the USCCB application for federal assistance, which is attached hereto and made a part of this Agreement.

   d) The Community Partner shall, in accordance with such definitions, directions, concepts, and approaches as USCCB specifies, provide case management services to Afghan parolees eligible for APA in locations as defined by USCCB and/or DOS/PRM.

   e) The Community Partner certifies that it will notify USCCB of any significant organizational or programmatic changes that may affect program participation or program compliance.

   f) In administering the program, USCCB is committed to acting in accordance with Catholic teaching which has moral and religious objections to direct sterilization, artificial contraception, and abortion. In carrying out the program, the Community Partner will not provide or refer for abortion, sterilization, or artificial contraceptives and no project funds will be used for that purpose.

   g) By signing this document, the Community Partner agrees to all certifications and assurances required by federal law, regulations, and applicable Executive Orders. The Community Partner shall comply with requirements as contained in the DOS/PRM Cooperative Agreement and Standard Terms and

Conditions for Federal Awards which references applicable Code of Federal Regulations and Order of Precedence in the event of any inconsistency between provisions of the award.

3. **Period of Performance**:
   The period of this MOU shall begin on the date of signature by USCCB and shall not extend beyond March 31, 2022, unless notified in writing. This information is also included in Exhibit A.

4. **Limitation of Costs**
   a) It is recognized that the amount(s) funded for this agreement is based on anticipated or estimated costs. However, it is agreed herein that USCCB's obligation shall not exceed the per capita amounts allotted for services. Neither USCCB nor the funder shall be obligated to reimburse the Community Partner for costs incurred in excess of the amount allotted per eligible client.

   b) Both parties agree that USCCB may withhold payment of any expenditures which are not acceptable to USCCB, or for which additional information or support is required. USCCB agrees to notify the Community Partner promptly of the item(s) being withheld from payment and the reasons, therefore. The Community Partner agrees to furnish USCCB such information as may be required to satisfy reimbursement of the item(s) in questions. The Community Partner agrees to be solely responsible and holds USCCB harmless, for any expenditure made by it and disallowed by USCCB.

5. **Reporting Requirements & Records Inspection**
   The Community Partner agrees to furnish and allow USCCB to inspect in a timely manner and appropriate format, such progress reports, financial reports, and other information required by the project, for incorporation by USCCB in meeting project reporting requirements.

6. **Programmatic/Financial On-site reviews**
   The Community Partner's facilities or such part thereof as may be engaged in the performance of this Agreement, and any pertinent documents, papers and records specified in Exhibit A shall be subject at all reasonable times to inspection and audit, including on site monitoring visits, by representatives of USCCB and the Federal funding and oversight agencies.

7. **Penalties**
   Failure to comply with terms of this Agreement may result in its termination or loss of payment, at USCCB's discretion.

8. **Amendment and Termination**
   a) This Agreement contains all the provisions agreed upon by the parties hereto. Any amendment to this memorandum must be in writing and signed by the persons below or their duly authorized representatives.

   b) USCCB may terminate this Agreement for any reason and at any time by providing written notice to the Community Partner. The termination shall become effective on the date of certified delivery of the notice. This Agreement may also be terminated in the event that the federal grant, which provides funding authority, is terminated or significantly modified, at which time USCCB shall provide written notice of such termination to the Community Partner. In the event of termination, USCCB shall pay to the Community Partner all allowable costs incurred up to the date of termination.

9. **Indemnification**
   The Community Partner shall indemnify and hold harmless USCCB from and against all demands, damages, losses, action, and liabilities arising out of or caused by the Community Partner's provision of services under this Agreement. The Community Partner shall not have waived or be deemed to have waived by reason of this paragraph any defense which it may have with respect to such claims.

10. **Independent Contractor and Choice of Law**

Community Partner is an independent contractor and shall be solely responsible for any expenses for any materials used in the provision of its services, any unemployment or disability insurance payments, any social security, income tax or other withholdings, deductions or payment which may be required by federal, state or local law with respect to any sums paid to Community Partner hereunder. Community Partner, and any employees or agents of Community Partner, shall not be entitled to any USCCB employee benefits of whatsoever nature.

It is understood that this Agreement contains all the covenants, stipulations and provisions agreed upon by the parties hereto with respect to the Work and supersedes any and all prior written or oral negotiations, commitments, agreements and understandings between Community Partner and Licensee with respect to the Work, including but not limited to any custom or practice, and that this Agreement has been jointly drafted by the parties. Any amendments to this Agreement must be in writing and signed by the parties hereto, or their duly authorized representatives. No inaccuracy or breach of any representation or warranty, or any breach of any understanding, covenant or agreement shall be deemed waived unless expressly waived in writing executed by the party who might assert such breach or inaccuracy, and then only to the extent set forth in writing. No delay in the exercise of any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude the further exercise thereof, or the exercise of any other right or remedy. This Agreement has been made in the District of Columbia, and any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the District of Columbia. The sole jurisdiction and venue of any litigation arising out of this Agreement will be an appropriate federal or local court located in the District of Columbia.

Agreed to and Accepted by:	*Agreed to and Accepted by:*
Signature	Signature
Name	Name
Title	Title
Date of Acceptance	Date of Acceptance