

**Guide to Judiciary Policy, Volume 7A, Appendix 4A (Community Defender Organization: Grant and Conditions)**

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**JUDICIAL CONFERENCE  
OF THE UNITED STATES OF AMERICA  
AND  
COMMUNITY DEFENDER ORGANIZATION  
FOR THE \_\_\_\_\_ DISTRICT OF \_\_\_\_\_**

**AMENDED FISCAL YEAR 2025  
GRANT AND CONDITIONS**

The Community Defender Organization (CDO), \_\_\_\_\_ (Grantee), operating as a non-profit corporation, has been authorized by the Criminal Justice Act Plan for the \_\_\_\_\_ District of \_\_\_\_\_ to provide representation and related defense services to eligible persons pursuant to the Criminal Justice Act (CJA), 18 U.S.C. § 3006A(g)(2)(B); and

Grantee has submitted the appropriate documentation to the Judicial Conference of the United States (Conference) via the Administrative Office of the United States Courts (Grantor); and

Grantor provides a grant to Grantee for operations under the CJA for fiscal year (FY) 2025, beginning October 1, 2024, and ending September 30, 2025, in the amount of \_\_\_\_\_. Grantor will amend this amount in writing as necessary to continue Grantee's operations within the Defender Services Committee-approved FY 2025 budget so long as sufficient budgetary resources are authorized and made available to Grantor.

Pursuant to its authority under subsections (g)(2)(B) and (h) of the CJA, and in consideration of this grant, the Conference requires that each expenditure of funds from this grant comply with the terms and conditions contained in this agreement. Grantor may grant exceptions or waivers to any provision in this agreement, as appropriate and consistent with the CJA and other federal laws.

Grantee, by the signatures of its authorized representatives, signifies its acceptance of the terms and conditions set forth below, as well as its agreement to comply with the provisions of the CJA, the Guidelines for the Administration of the Criminal Justice Act and Related Statutes (*Guide to Judiciary Policy*, Volume 7A)(CJA Guidelines), the CDO Handbook, which is hereby incorporated by reference, and any other relevant policies or directives issued by the Conference or by its appropriate committees (e.g., the Conference's Committee on Defender Services (DSC)), and the CJA plans of the judicial district(s) and circuit in which Grantee will operate.

Grantee shall comply with and obey all federal, state, and local laws, regulations, and ordinances applicable to Grantee's operations.

Any question with respect to the interpretation of terms, conditions, or provisions of this grant will be resolved by Grantor. If a conflict exists between the GCA's address of a topic and the CDO Handbook's treatment of that same topic, the GCA is the governing document.

A signed copy of this agreement shall be returned to Grantor together with a list of the names, addresses, email addresses, and telephone numbers of all current board members.

**1. USE OF GRANT FUNDS:** Once awarded to Grantee, grant funds will be disbursed consistent with a schedule promulgated by Grantor. Grant funds, including unobligated grant funds from prior fiscal years, are only available for expenditures consistent with and in such amounts provided in designated budget categories authorized by the DSC, unless reallocation is authorized as provided in clause 4. Grantee will use such funds solely for the purpose of providing representation and other appropriate services in accordance with the CJA, the CJA Guidelines, and the CJA plans of the appropriate district and circuit courts.

**2. BANK ACCOUNTS FOR GRANT FUNDS:** Grantee will maintain all grant funds in interest or credit bearing accounts at financial institutions designated at Title 31, Code of Federal Regulations, Part 202, and will utilize best efforts to ensure that deposits of grant funds exceeding the federal insurance limits are and remain collateralized. Grantee must have an active registration in the [System for Award Management \(SAM\)](#) and ensure that all information in that registration is accurate and updated. If Grantee's SAM registration is not active or accurate, Grantor will be unable to disburse timely grant funds consistent with this agreement.

Grant funds, grant-related income, and any non-grant funds will be maintained separately and will not be commingled with one another. Credits or interest earned on the account maintaining grant funds may be used to offset account maintenance fees attributed to that account only. Any remaining interest on grant funds must be returned to Grantor within 60 days of the grant's expiration. Grantee shall submit to Grantor via [Pay.Gov](#) the actual or estimated amount of excess interest earned and notify Grantor when the payment is made. The amount of excess interest returned will be adjusted, if necessary, following completion of the annual audit specified in clause 8.

**3. GRANT-RELATED INCOME:** Grant-related income means any gross income earned by Grantee that is directly generated by a supported activity or earned as a result of the grants. Grant-related income includes, but is not limited to, income from recovery of fees for services performed, the sale of commodities or items fabricated under the grant, or interest earned on grant-related income. Interest earned on advances of grant funds from Grantor is not grant-related income and is addressed in clause 2.

Grant-related income shall be retained by Grantee, shall not be commingled with any grant or non-grant funds maintained by Grantee, and shall be used in accordance with the CJA and the terms and conditions of this agreement. On or about July 1 of each year, Grantee shall report to Grantor any amount of grant-related income retained by Grantee.

**4. REALLOCATING FUNDS:** Subject to such limitations as the DSC may establish, Grantee may reallocate grant funds between budget categories (*i.e.*, for purposes not specifically identified in the funding justification), provided that the aggregate of the amounts transferred within the fiscal year does not exceed 15 percent of the organization's total fiscal year grant amount approved by the DSC. Grantor may authorize reallocation between budget categories in any amount.

**5. ACCOUNTING OF UNOBLIGATED BALANCES:** Grantee shall perform a review of obligations of grant funds, at the close of the fiscal year, and will make records of this review available during the annual audit pursuant to clause 8. Within 60 days of the end of the fiscal year, Grantee shall notify Grantor of the actual or estimated amount of all unobligated grant funds, excluding any grant-related income, remaining at the end of the fiscal year.

**6. RECURRING REPORTS:** Consistent with subsection (g)(2)(B) of the CJA, Grantee must submit an Annual Report of Operations describing its activities and financial position each fiscal year. Instructions for completing and submitting the Annual Report of Operations will be provided to Grantee by Grantor at least 30 days prior to the prescribed submission date.

Other reports must be submitted to Grantor each month, including but not limited to the electronic status of funds report (ESFR), the monthly workload and staffing report (MWSR), the monthly caseload report (JS-50), the Timekeeper report, the dData disposition report, the salary report, and monthly expenditure reports.

**7. GRANT RECORDS AND REPORTS:** Grantee shall keep financial records consistent with the federal fiscal year unless a waiver is granted by Grantor. Such records shall be maintained and submitted in such manner and form as required by Grantor. Such records shall disclose the amount of grant funds, grant interest, and grant-related income received during the fiscal year, as well as the amount of grant funds expended or obligated by budget category and the total amount of grant funds expended during the fiscal year.

Grantee shall establish a system of internal controls sufficient to provide reasonable assurance that transactions are recorded as necessary to permit accurate and timely preparation of financial statements. Grantee's internal control policies shall be in writing. Grantee shall evaluate the adequacy of internal controls at least annually. The financial statements shall include a statement of assets, liabilities, and net assets; a statement of revenue, expenses, and other changes in net assets; and a statement of cash flows.

The record-keeping procedures used by Grantee shall provide for the accurate and timely recordation and determination of all income and funds received, all expenditures and obligations, and the balance of unexpended and unobligated grant funds, grant interest, and grant-related income. In addition, Grantee shall maintain the records in a manner that permits the determination of the propriety of all expenditures and obligations of grant funds and the charges to specific budget categories.

Grantee shall maintain records concerning expenditures and obligations of all grant funds subject to audit (as specified in clause 8) in such a manner that allows the auditor access to said records without compromising client files and other attorney-client privileged material. Grantee shall compile and prepare the required financial statements and reports and make all statements, reports, financial records/books and supporting documents available to the Auditor. Grantee is obligated to maintain the confidentiality of information protected by the attorney-client privilege or any ethical, constitutional, statutory, or other mandate.

Grantor may inspect and audit the financial records, bank statements, and other records related to the expenditure of grant funds, at any reasonable time upon request. If, because of inadequate records, documentation, or explanation, the propriety of an expenditure cannot readily be determined, questionable costs and expenditures may be disallowed.

Grantee shall maintain and submit such statistical records and reports as may be required by Grantor. Grantee must keep financial and statistical records and reports for a period of at least seven years after the expiration of the fiscal year for which the grant was awarded unless otherwise authorized by Grantor. If audit issues remain unresolved, records must be retained until all such issues have been resolved.

**8. AUDITS:** Within 120 days of the end of the fiscal year, an auditor (Auditor) contracted and paid for by Grantor will perform an audit of Grantee's financial activities occurring during the grant period. Such audit will express an opinion on whether Grantee's financial statements and accompanying notes present fairly Grantee's financial position. Incidents of identified fraud, waste or abuse must be disclosed to Grantor and reports of those incidents will be made available to the Auditor.

The Auditor will perform the audit in accordance with the generally accepted auditing standards created by the Auditing Standards Board (ASB) of the American Institute of Certified Public Accountants (AICPA) and the Government Auditing Standards promulgated by the U.S. Government Accountability Office. Consistent with those standards, the Auditor also will report on Grantee's internal controls over its financial activities and Grantee's compliance with the terms and conditions of the grant and other rules and regulations pertinent to the grant. These audits will be performed in accordance with the American Institute of Certified Public Accountants Code of Conduct and integrity and confidentiality standards. Audit reports issued by Grantor or its contract audit CPA firms are intended solely for the information and use by Grantor and Grantee, unless otherwise specified by those parties.

Grantee may contract with ~~local~~ accountants for any accounting and financial services necessary for the operation of its office, including, but not limited to, the preparation of all required federal and state tax returns; payroll, disbursing, and record-keeping services; and any additional annual reports required by the board of directors that do not duplicate the audit conducted under this section. Grantee may, however, use grant funds to contract with an expert for the purpose of responding to a finding of the Auditor in the annual audit when authorized in advance to do so by Grantor.

**9. GRANTEE STATUS:** Neither Grantee nor any of its employees are officers, employees, or agents of the United States. The United States shall in no way be obligated under leases, contracts, or other agreements entered into by Grantee.

**10. PROPERTY AND SERVICES:** Title to all property, including but not limited to real property, equipment, and supplies purchased with grant funds or grant-related income, shall vest in Grantee subject to the condition that Grantee shall use the property for the purposes authorized by the CJA and consistent with the terms and conditions of this agreement. Grantee may not encumber any title to property without the approval of Grantor. Grantee shall maintain insurance, in reasonable amounts, to cover the costs of replacing or repairing property acquired with grant funds due to damage, loss or theft.

For equipment and real property interests, when property is no longer needed, Grantee shall request disposition instructions from Grantor except under the following conditions:

Grantee may sell, assign, transfer, dispose of, or encumber any property acquired with grant funds and having an acquisition cost of less than \$1,000 without the prior approval of Grantor.

Grantee shall have in place internal policy establishing a purchase-price threshold (not to exceed \$5,000 per item) above which such items must be maintained on an inventory reflecting the date and cost of purchase of such property; the date of receipt by transfer, if applicable; and the date and manner of disposition of excess or surplus property. This inventory shall be available to Grantor upon request.

Grantee shall (1) obtain Grantor's approval before initiating lease negotiations; and (2) provide Grantor with at least 15 working days advance notification of its intention to enter into or renew a lease for office space. Advance notification shall include the total number of square feet, cost per square foot, the duration of the lease, information regarding fair market value, the cost and availability of comparable space, and a summary of relevant negotiations.

All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, of all property and all services (other than services under subsection (e) of the CJA) shall be conducted in a manner promoting maximum open competition. Grantee must maintain and adhere to policies promoting full and open competition in all acquisitions made with grant funds. No employee, officer, or agent of grantee shall participate in the selection, award, or administration of a contract supported by grant funds if a real or apparent conflict of interest would be involved. Grantee is the responsible procuring authority. By offering this grant, Grantor does not become a responsible party to any contract, lease, or licensing agreement entered into by Grantee; therefore, any party entering into a contract, lease, or licensing agreement with Grantee does so without recourse to Grantor regarding settlement and satisfaction of contractual and administrative issues arising out of procurements entered into in support of an award or other agreement.

Grantee must obtain grantor's advance approval to enter into any contract for the acquisition with grant funds of equipment, furniture, furnishings, other property, or services (except for the services contemplated under subsection (e) of the CJA, leasing of office space, and procurement of liability insurance) at a total cost of more than \$100,000. In addition, hardware and software purchases must be made consistent with the specifications listed on the National Hardware and Software Lists and the national defender information technology architecture and infrastructure guidelines.

**11. DISSOLUTION OF GRANTEE ORGANIZATION OR TERMINATION OF GRANT FUNDS:**

Grantee may dissolve on its own accord under the laws of the state in which it is organized. Grantee shall provide Grantor, chief judge of the district court, and chief judge of the court of appeals at least 90 days advance notice of the Grantee's intent to dissolve. Additionally, the Conference in its discretion may determine to terminate or not renew the grant. The Conference, or its authorized representative, shall give written notice to Grantee of an intent to terminate the grant at least 60 days before taking action. Such notice shall indicate the intended action and the reason for it and shall give Grantee the opportunity to respond in writing and to be heard within 30 days of that notice. In either event, unless otherwise authorized by Grantor, Grantee shall properly inventory and make available for reclamation, all property in the care and custody of Grantee purchased with grant funds or related income. Within 75 days of dissolution, the Auditor, selected by Grantor, will perform a final financial audit of the grant. The audit will be of the same scope as discussed in clause 8. Upon receipt of the report of this audit, Grantee shall remit to the AO, Finance and Accounting Division, ATTN: Mail Stop FAD-CR, all remaining unobligated or unexpended grant funds, grant interest, and grant-related income. The United States shall not be responsible for any obligations or debts incurred by Grantee, and Grantee shall hold the United States harmless for such obligations or debts.

**12. MULTI-SERVICE DEFENDER ORGANIZATIONS:** Consistent with clause 2 of this agreement, if Grantee is part of a larger organization that is not exclusively providing services under the CJA, grant funds received pursuant to the GCA, interest earned on those funds, and grant-related income may not be commingled with those of the general organization. Also, expenses, inventory, payroll, and other records related to CJA funds and operations of Grantee must be maintained separately by Grantee unless otherwise approved by Grantor.

**13. TRAVEL, MEALS, AND LODGING:** Grantee's reimbursement policies regarding expenses for official travel, meals, and lodging shall be in writing. Grantee shall furnish Grantor a current copy of the written policies and all changes thereto. Unless approved by Grantor, Grantee's reimbursement policies for official travel, lodging, and meals shall not exceed the maximum allowances to be paid for per diem, actual expenses, and travel prescribed for federal judiciary employees. Grantee shall maintain records of travel and reimbursement in a form acceptable to Grantor.

Grantee must follow the policies and procedures outlined in the CDO Handbook, Chapter 7, Travel, Meals, and Lodging, regarding travel inside and outside the district(s) served by Grantee.

**14. PERSONNEL:** Personnel policies and other terms and conditions of employment shall be in writing. Grantor shall be furnished a current copy of such policies, and subsequently, any changes to those policies. Grantee shall maintain leave records in a form acceptable to Grantor.

Grantee shall follow the policies and procedures contained in the Defender Organization Classification System (DOCS). No personnel vacancy may be filled without prior notice to Grantor. Such notice shall include all relevant data concerning the employee candidate, including his or her name, position, starting salary (including grade and step for graded employees or AD level for assistant defenders), education, experience and compensation history, and any annual leave credit for prior experience. Information regarding attorneys must indicate the month and year they received their law degree, the month and year they first became a member of a bar, and their prior relevant work experience.

Grantee shall conform policies on leave, holidays, hours worked, and payment of bar dues to those applicable to federal public defender organizations, unless a request for a variance is submitted to Grantor and approved by the Defender Services Committee (DSC). Grantee shall provide Grantor with notice at least 90 business days in advance of any proposed changes to the above-referenced policies or any other policies that may impact the organization's current or future costs. Grantee's expenditures for employee benefits shall not exceed 40.98 percent of its expenditures of salaries for the fiscal year. If, at any point during the fiscal year, it appears Grantee's expenditures for employee benefits will exceed the percentage authorized Grantee, Grantee shall submit a written justification to Grantor seeking the DSC Budget and Data Subcommittee's approval to exceed the authorized benefit-to-salary ratio.

**15. INVESTIGATIVE, EXPERT, OR OTHER SERVICES:** Pursuant to subsection (e) of the CJA, and to the extent that they are necessary for adequate representation of a person who is financially eligible under the CJA, Grantee may engage and compensate investigators, experts, or others from grant funds made available for that purpose.

**16. BUSINESS, ENTERTAINMENT, OR PERSONAL EXPENSES:** Grantee may not expend grant funds for business or personal entertainment; professional or association dues, memberships, or fees; or items of property or services of a personal nature.

**17. TRAINING:** Grantees shall submit annual reports of training activities including associated travel and other expenses.

**18. EMPLOYMENT:** Grantee shall not discriminate against any employee, or applicant for employment on the basis of race, color, national origin, religion, sex, age, or disability. Grantee shall not hire, promote, or advance within the organization any individual who is a relative, as the term is defined at 5 U.S.C. § 3110(a)(3), of: (1) the Executive Director (who may be referred to as the Federal Defender), (2) any superior of the Federal Defender, or (3) any member of the board of directors. No employee of Grantee shall hire, promote, advance, or advocate the hiring, promotion, or advancement of his or her relative by Grantee.

Grantee agrees to place in effect a program for providing equal employment to all persons regardless of their race, color, national origin, religion, sex, age, or disability. This program shall encompass all facets of personnel management including recruitment, hiring, promotion, and advancement. The program shall also provide for a system, whereby all applicants for employment, and all employees, may seek timely redress of discrimination complaints. A copy of Grantee's program will be filed with Grantor.

Upon request, Grantee shall submit to Grantor statistical and other reports relating to its equal employment opportunity practices. Grantee also agrees to promptly provide Grantor, in writing and to the attention of the Deputy Chief of the Defender Services Office: notice of the commencement of any equal employment opportunity-related claim or suit filed against the organization or any of its employees; any additional information requested by Grantor regarding any such claim or suit; and the outcome of all such claims or suits. Additionally, Grantee shall obtain Grantor's written authorization in advance of using grant funds for any such claim or suit.

**19. OUTSIDE PRACTICE OF LAW:** Unless otherwise authorized by Grantor, no employee of Grantee organization (including the Executive Director) may engage in the practice of law outside the scope of his or her official duties with Grantee. Notwithstanding this prohibition, an employee may act pro se and may, without compensation, give legal advice to and draft or review documents for a member of the employee's family, including all relatives listed within 5 U.S.C. § 3110(a)(3).

**20. LIABILITY INSURANCE:** Grantee shall maintain insurance, in reasonable amounts, to cover the costs of representation and liability for claims alleging malpractice, negligence, unfair personnel practices, and "errors and omissions" of officers, directors, and employees of the organization. Upon receiving or amending coverage, Grantee shall notify Grantor of the amount of coverage per event, the aggregate limit, the amount of deductible, and the cost for each type of insurance obtained.

Grantee also agrees to promptly provide Grantor, in writing and to the attention of the Deputy Chief of the Defender Services Office: notice of the commencement of any claim or suit filed against the organization or any of its employees; any additional information requested by Grantor regarding any such claim or suit; and the outcome of all such claims or suits. Additionally, Grantee shall obtain Grantor's written authorization in advance of using grant funds for any such claim or suit.

**21. CODE OF CONDUCT:** Grantee must adopt the Model CDO Code of Conduct. Grantee may seek a variance of one or more of the provisions from Grantor.

A copy of Grantee's code of conduct and any subsequent revisions must be filed with Grantor. Grantee must inform Grantor, in writing and to the attention of the Deputy Chief of the Defender Services Office, of significant violations of the code of conduct and, upon request, must provide a written report to Grantor.



**22. CHANGES OR MODIFICATIONS TO CDO ORGANIZATION:** Upon their adoption, Grantee shall forward to Grantor any amendment to the articles of incorporation or the by-laws under which Grantee operates; Grantee shall also notify Grantor of any changes in Grantee's board of directors.

**23. PAYMENTS FROM OR ON BEHALF OF CLIENTS:** Except as authorized pursuant to subsection (f) of the CJA and corresponding provisions in the CJA Guidelines, neither Grantee nor its employees will take, request, demand, accept, receive, or agree to receive anything of value from or on behalf of a person who is to be, is being, or has been furnished representation by Grantee. Grantee will take appropriate measures to enforce this clause and advise Grantor of any violation.

**24. NON-ASSIGNABILITY:** No obligations or responsibilities of Grantee, and no grant funds or benefits accruing under the grant, may be, directly or indirectly by operation of law, transferred, assigned, sub-contracted, or otherwise conveyed without Grantor's express written approval, except as specifically authorized in the Grant and Conditions.

**25. FAILURE TO COMPLY WITH TERMS AND CONDITIONS:** If Grantee fails to comply substantially with any of the terms or conditions of the grant award provided here, or it is unable to deliver the representation and other services that are the subject of this agreement, Grantor may temporarily reduce or suspend, payments under this grant award as it deems appropriate. At the time of a reduction or suspension of payments under this clause, Grantor will provide Grantee with a written explanation for its actions. Grantee may seek reinstatement of payments by submitting a written response, which may include a request to be heard within 10 days of receipt of Grantor's explanation. If the request for reinstatement is not granted based on the written submission, Grantor will provide a conference with Grantor, or authorized representative, on this request for reinstatement within five business days of receipt of the request. Grantor reserves the right to pursue all remedies, including, but not limited to, recovery of monetary damages and accrued interest, for Grantee's failure to comply with any of the terms and conditions of the grant award or to deliver the representation and other services that are the subject of the agreement.

\_\_\_\_\_  
**DATE**                      **EXECUTIVE DIRECTOR,** \_\_\_\_\_

\_\_\_\_\_  
**DATE**                      **BOARD CHAIR/PRESIDENT,** \_\_\_\_\_

\_\_\_\_\_  
**DATE**                      **CHIEF, DEFENDER SERVICES OFFICE** \_\_\_\_\_