

2016 SUBGRANT AGREEMENT FORM
FORM A

Recipient Name:

Recipient Number:

Subrecipient Name:

Subrecipient Email:

Term of Agreement:

Total Monetary Amount to be Subgranted:

Please provide details regarding the scope and purpose of the Subgrant Agreement:

The Recipient and Subrecipient (collectively referred to as the "Parties") hereby agree as follows:

I. TERMS AND CONDITIONS

- A. Duties of the Parties (Describe in detail the duties that each party to the Agreement will perform)

Include the following information:

1. information on the organizational structure of the Subrecipient;
2. state whether the Subrecipient will directly perform the services or will pass all or substantially all the funds to another entity which will perform the services;

3. the geographic area in which the Subrecipient will operate;
4. the priority areas in which legal services will be provided (if applicable); and
5. any additional information necessary to fully describe the duties of the parties to this Agreement.

B. Type of Contract (Mark with an X)

flat fee fee for service (cost-reimbursable)

retainer other (Please state)

C. Amount of Funds to be Transferred (45 CFR § 1627.3(a)(1) requires that the Agreement specify the exact amount of funds to be transferred. The amount need not be stated as a lump sum, so long as the exact amount is determinable. If payment is to be made on an installment basis, the Agreement should specify the number of payments, the amount of each payment and the date of each payment.)

D. Term of Contract (45 CFR § 1627.3(b)(1) requires the Agreement to clearly reflect a term not in excess of one year. The Agreement should specify both an effective date and a termination date.)

E. Additional Provisions

II. ADDITIONAL PROVISIONS

RECIPIENTS MUST SELECT ONE OF THE TWO PARAGRAPHS FROM EACH SECTION BELOW. PROVISIONS WHICH DO NOT APPLY MUST NOT APPEAR IN THE AGREEMENT, OR BE CROSSED OFF AND INITIALED BY A REPRESENTATIVE OF BOTH THE RECIPIENT AND THE SUBRECIPIENT.

A. Fidelity Bond Coverage

The Parties agree that the Recipient's fidelity bond coverage shall be extended to provide identical coverage to the Subrecipient and the Subrecipient's directors, officers, employees, and agents to the same extent as it would the Recipient.

Or

The Subrecipient shall provide its own fidelity bond coverage for the Subrecipient's directors, officers, employees and agents to the same extent Recipient's fidelity bond covers Recipient's directors, officers, employees and agents (45 CFR Part 1629).

B. Financial Statement Audit Requirements

The Parties agree that funds transferred to the Subrecipient under this Agreement shall be separately disclosed and accounted for, and reported by natural line item in the Recipient's audited financial statement.

Or

The Parties agree that funds transferred to the Subrecipient under this Agreement shall be included by natural line item in a separate audit report of the Subrecipient.

Or

The Parties agree to an alternative method for satisfying LSC's annual audit requirement. Prior written approval for the alternative arrangement has been obtained from LSC's Compliance and Enforcement Division and is attached to this agreement (45 CFR § 1627.3(c) and 45 CFR § 1614.6(d)).

C. Malpractice Insurance

The Parties agree that Recipient's Lawyer's Professional Liability Insurance shall be extended in the amount to cover the Subrecipient and all attorneys recruited by or providing services on behalf of the Subrecipient under this Subgrant Agreement.

Or

All attorneys recruited by the Subrecipient shall provide their own Lawyer's Professional Liability Insurance.

III. STANDARD PROVISIONS (APPLY TO ALL SUBGRANT AGREEMENTS)

A. LSC Statutes, Regulations, etc.

The Parties agree that LSC funds provided under this agreement are governed by the LSC Act, Congressional restrictions which have the force of law, Corporation regulations, instructions, guidelines, and assurances (45 CFR § 1627.3(e)). The Parties also agree that the non-LSC funds of the Subrecipient are subject to LSC restrictions and requirements as specified by the provisions and exceptions in 45 CFR Part 1610.

B. Oversight Duties and Rights

The Parties agree that the Recipient has the duty to oversee the Subrecipient to ensure compliance with LSC regulatory and fiscal requirements. The Parties also agree that LSC has the same oversight rights with respect to the Subrecipient as apply to the Recipient. (45 CFR § 1627.3(e)).

C. Priorities

The Parties agree that LSC-funded services provided by the Subrecipient will be provided consistent with the Recipient's Priorities (42 USC 2996f) or, pursuant to 45 CFR § 1610.7(b)(1)(ii), the Subrecipient will establish their own priorities for the use of the funds consistent with 45 CFR Part 1620.

D. Audit and Accounting Guide

The Parties agree that funds transferred under this Agreement are subject to the audit and financial requirements of LSC's 1996 Audit Guide, including the Compliance Supplement thereto, and of LSC's 2010 Accounting Guide for Recipients (effective August 23, 2010).

E. Recipient Responsibilities

The Recipient agrees that it is responsible for ensuring the proper expenditure, accounting for, and audit of delegated funds in accordance with 45 CFR § 1627.3(c); this responsibility includes ensuring that the Subrecipient actually submits a timely audit report to LSC if the Subgrant Agreement provides for separate reporting by the Subrecipient.

F. Orderly Termination

The Parties agree to an orderly termination of this Agreement in the event that Recipient's funding is terminated or the Recipient is not refunded by LSC and for suspension of activities if the Recipient's funding is suspended by LSC (45 CFR § 1627.3(b)(2)).

G. Treatment of Unexpended Funds

It is understood that all unexpended subgrant funds remaining at the end of the subgrant period must be included in the Recipient's fund balance. Such funds must be returned to the Recipient, unless the subgrant is renewed and these funds are used as a part of the subgrant amount in the next subgrant period. If such unexpended subgrant funds are not returned to the Recipient and are used as part of the next subgrant period's amount, LSC must be notified of the amount of funds so used, and if the amount of funds is more than 10% of either subgrant, LSC approval must be obtained under the procedures of 45 CFR § 1627.3(b)(3). See 45 CFR §§ 1627.3(b)(1) and (3).

H. Federal Laws Relating to the Proper Use of Federal Funds

Subrecipient agrees to be subject to all provisions of Federal law relating to the proper use of Federal funds. A list of these laws is available at <http://grants.lsc.gov/rin/about-rin/grantee-guidance/1640-federal-laws>. It understands that if it violates any of the Federal laws on the list, it may be subject to the summary termination of its LSC grant as authorized by Pub. L. 104-193, Tit. V., § 504(a)(19). It represents that it has informed employees and board members of the Federal laws and their consequences both to itself and to themselves as individuals as required by 45 C.F.R. § 1640.3.

On behalf of the Recipient and Subrecipient, I hereby certify that, to the best of my knowledge, the information in this Agreement is true and correct and agree to bind the Parties to the provisions of this Agreement.

Name of Executive Director (Recipient)

Name of Chairperson (Recipient)

Signature

Signature

Date _____

Date _____

Name of Executive Director (Subrecipient)

Name of Chairperson (Subrecipient)

Signature

Signature

Date _____

Date _____