**ATTACHMENT D – SAMPLE SUBGRANTEE AWARD TEMPLATE**

***IMPORTANT NOTE: This document provides an example of SUBAWARD Template that was developed by a DCEO grantee. DCEO has noted that the essential components of a SUBAWARD AGREEMENT are included in this document. Grantees should review this document carefully and customize it to ensure that it meets the specific needs of the grantee’s organization.***

[GRANTEE NAME]

**SUB AWARD COVER SHEET**

Sub Award Number [NUMBER]

[PROGRAM NAME]

The parties to the SUBAWARD are

[GRANTEE NAME]

[GRANTEE ADDRESS]

[GRANTEE CITY, STATE ZIP]

[SUBGRANTEE NAME]

[SUBGRANTEE ADDRESS]

[SUBGRANTEE CITY, STATE, ZIP]

FEIN Number: [SUBRECIPIENT FEIN]

Program / Project Title: [TITLE]

Maximum payment under this SUBAWARD: $[AMOUNT]

Performance Period: [DATE] to [DATE]

This SUBAWARD consists of the following Parts:

* Part I SUBAWARD Funding Source, Terms and Conditions
* Part II SUBAWARD Additional Terms and Conditions
* Part III Additional Representations and Warranties
* Part IV Scope of Work
* Part V Budget
* Attachment A: DCEO Grant Award

**SUBAWARD AGREEMENT**

This Subaward Agreement (the or this “SUBAWARD”) is made by and between [GRANTEE NAME] and [SUBRECIPIENT NAME] a non-Federal entity (“SUBRECIPIENT”), each referred to as a “Party” and collectively as the “Parties” to the Agreement as such terms are used herein.

Subject to execution of this SUBAWARD by both Parties, [GRANTEE] agrees to provide a subaward to SUBRECIPIENT in an amount not to exceed $[SUBAWARD AMOUNT] (the “Budget”).

Subject to the execution of this SUBAWARD by both Parties, SUBRECIPIENT is hereby authorized to incur costs against the Program Budget from the start date of [START DATE] through the end date of [END DATE] (the “Subaward Term”), SUBRECIPIENT hereby agrees to use the budget provided under the SUBAWARD for the purposes set forth herein and agrees to comply with all terms of this SUBAWARD.

[SUBRECIPIENT NAME] can also invoice for costs incurred listed in the approved budget dating back to [DATE].

This SUBAWARD includes the following parts, all of which are incorporated into and made a part of this SUBAWARD:

* Part I SUBAWARD Funding Source, Terms and Conditions
* Part II SUBAWARD Additional Terms and Conditions
* Part III Additional Representations and Warranties
* Part IV Scope of Work
* Part V Budget
* Attachment A: DCEO Grant Award

Under penalties of perjury, the undersigned certifies that the name, taxpayer information number and legal status entered below are correct.

SUBRECIPIENT Name: [NAME]

SUBRECIPIENT Taxpayer Identification Number: [TAX ID]

SUBRECIPIENT UNIQUE ENTITY IDENTIFIER (if applicable): {UEI NUMBER]

LEGAL STATUS: [CHECK ONE]

* Individual
* Sole Proprietor
* Partnership/Legal Corporation
* Corporation
* Not For Profit Corporation
* Medical Corporation
* Government
* Estate or Trust
* Pharmacy-Non-Corporate
* Nonresident Alien
* Pharmacy/Funeral Home/Cemetery Corp
* Tax Exempt
* Limited Liability Company
  + C – Corporation
  + P – Partnership

**SUBRECIPIENT**

SUBRECIPIENT’s execution of this SUBAWARD shall serve as its certification and representation that SUBRECIPIENT has read, understands and agrees to all provision of this SUBAWARD and the information provided by SUBRECIPIENT is true and correct in substance and in fact to the best of its knowledge, information and belief formed after due inquiry. SUBRECIPIENT represents and warrants that the individual executing this SUBAWARD is fully empowered to bind SUBRECIPIENT to the SUBAWARD, that all necessary action has been taken under applicable law and its policies, procedures and by-laws to authorize execution of this SUBAWARD and to bind SUBRECIPIENT thereto. SUBRECIPIENT intends that [GRANTEE] rely upon the forgoing representation and warranty as an inducement to [GRANTEE] to execute this SUBAWARD.

By [SIGNATURE] Date [DATE]

Printed Name [PRINTED NAME]

Title [TITLE]

**[[GRANTEE] NAME]**

By [SIGNATURE] Date [DATE]

Printed Name [PRINTED NAME]

Title [TITLE]

In processing this SUBAWARD and related documentation, [GRANTEE] will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this SUBAWARD to [GRANTEE], the Authorized Signatory must either send written notice to [GRANTEE] indicating the name of the designee or provide notice as set forth immediately following this paragraph. Without such notice, [GRANTEE] will reject any materials signed or submitted on SUBRECIPIENT’s behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below. Enter any Authorized Designee(s) information below. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

The following are designated as Authorized Designee(s) for SUBRECIPIENT:

Authorized Designee: [NAME]

Authorized Designee Title: [TITLE}

Authorized Designee Phone: [PHONE]

Authorized Designee Email: [EMAIL]

Authorized Designee Signature: [DESIGNEE SIGNATURE]

Authorized Signator: [SUBRECIPIENT SIGNATURE]

**PART I – SUBAWARD FUNDING SOURCE, TERMS AND CONDITIONS**

1. Funding Source. This SUBAWARD is funded by grant number [GRANT NUMBER] between the Illinois Department of Commerce and Economic Opportunity and the [GRANTEE NAME]

CSFA Description: [XX]

CSFA Number: [XX]

1. Application of Terms. Pursuant to ARTICLE XIV of grant number [GRANT NUMBER] the applicable laws and regulations and terms and conditions of grant [GRANT NUMBER] included as Attachment A are incorporated to this SUBAWARD. The applicable terms of [GRANT NUMBER] shall apply to this SUBAWARD in accordance with 2 CFR 200.101(b).
2. Pass-Through Entity / Subrecipient Responsibility. If SUBRECIPIENT provides any portion of this funding to another entity through a contract or subaward, the subrecipient of said contract or subaward is considered to be a pass-through entity or subcontractor. Therefore, SUBRECIPIENT must obtain written approval from [GRANTEE] before it provides any portion of the Subaward Funds to another entity through a contract or subaward. If [GRANTEE] provides written approval, SUBRECIPIENT must advise any subcontractor of requirements imposed on them by laws and regulations which provided the Subaward Funds and any requirements imposed on them by this SUBAWARD. SUBRECIPIENT must advise subcontractor of any supplemental requirement imposed by the pass-through entity or [GRANTEE]

**PART II - SUBAWARD ADDITIONAL TERMS AND CONDITIONS**

1. Adherence to SUBAWARD. The Parties to this SUBAWARD represent and warrant now, and at all times during the term of this SUBAWARD, that they will comply with the Federal and State regulations and policies promulgated thereunder; with all applicable Office of the Management of the Budget (OMB) circulars; and with all applicable Federal, State and local laws and regulations. SUBRECIPIENT shall perform all activities and services described in Part IV Scope of Work and from SUBRECIPIENT’s proposal, and strictly adhere to the Assurances and Certifications included in this SUBAWARD. SUBRECIPIENT shall comply with all policies and procedures as may be from time to time required by [GRANTEE] to carry out the terms of the SUBAWARD.
2. Reporting. SUBRECIPIENT shall submit reports on the operation and performance of this SUBAWARD as required by [GRANTEE]. Reports will be written utilizing a standard format identified by [GRANTEE].
3. Records. SUBRECIPIENT shall keep and maintain in a secure fashion all RECORDS created or received by SUBRECIPIENT in relation to the SUBAWARD during the existence of the SUBAWARD. The term “RECORDS” shall include, without limitation, all documents, accounts, ledgers, lists, and communications in whatever form created, received or stored including written and electronic RECORDS. SUBRECIPIENT shall keep and maintain the RECORDS in a secure fashion for a period not less than five (5) years following termination of the SUBAWARD and all other pending matters, if any, are closed. Any books, documents, papers, and RECORDS of SUBRECIPIENT which are directly pertinent to this SUBAWARD shall be available on request to duly authorized representatives of [GRANTEE] and the State of Illinois for the purpose of making audit, examinations, excerpts, and transcriptions. The RECORDS shall be made available, at SUBRECIPIENT’s cost, at the principal office of SUBRECIPIENT or at such other location specified by [GRANTEE].
   1. Payment of Funds. SUBRECIPIENT will be reimbursed only for actual costs up to the Budget incurred by SUBRECIPIENT in carrying out the terms of this SUBAWARD. Costs not covered by the Program Budget in this SUBAWARD will not be reimbursed. The existence of excess or non-covered costs shall not excuse performance by SUBRECIPIENT of the terms and obligations under this SUBAWARD.
   2. Only services/products procured by SUBRECIPIENT in accordance with the procurement procedures identified in 2 CFR 200 will be reimbursed; evidence that the services/products were procured in accordance with 2 CFR 200 must be provided to [GRANTEE] for reimbursement.
   3. Actual expenditures for specific line items may exceed the line item budget by 10% or $25,000 (whichever is greater), as long as the overall Program Budget has not been exceeded. If the actual expenditure or the line item exceeds or is expected to exceed the amount set forth for that line item in the Program Budget by more than said variance, a modification may be requested to transfer larger amounts of funding between line items.
   4. Recapture of Funds. SUBRECIPIENT shall be liable to [GRANTEE] for all funds advanced or paid under this SUBAWARD. SUBRECIPIENT shall forthwith pay on demand to [GRANTEE] any sum of money which is either unspent or not spent strictly in accordance with the terms of this SUBAWARD. Nothing in this SUBAWARD shall relieve SUBRECIPIENT from liability to [GRANTEE] for any sum which would by law be due to [GRANTEE] for any breach of the terms of this SUBAWARD.
   5. If an audit reveals that there are disallowed costs attributable to SUBRECIPIENT's program(s) funded under this SUBAWARD, SUBRECIPIENT shall be held individually liable, or in the case of multiple SUBRECIPIENTs, jointly and severally liable for repayment of the disallowed costs from funds other than the SUBAWARD Funds.
   6. Financial Management. SUBRECIPIENT is responsible for maintaining a sound fiscal management system. This system will clearly identify revenues and expenses pertaining to this SUBAWARD. SUBRECIPIENT must maintain a separate record of accounts by program code, center, or fund for this SUBAWARD and will report costs for reimbursement from this record of accounts. All costs must be documented and the supporting documentation must be correlated to the report of expenditure request for reimbursement.
   7. SUBRECIPIENT shall maintain RECORDS that clearly reflect funds received and funds on hand. At any given time [GRANTEE] or its fiscal agent must be able to verify, based on SUBRECIPIENT RECORDS that reimbursements were deposited to SUBRECIPIENT's account, and must also be able to determine the amount of funds on hand.
   8. SUBRECIPIENT shall maintain accounting RECORDS that are supported by source documentation. SUBRECIPIENT shall in these and other respects comply with applicable provisions of 2 CFR Part 200 – UNIFORM ADMINISTRATIVE REQUIRMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR REFERAL AWARDS and COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS; SUBRECIPIENT will comply with 2 CFR 200.214 subjecting non-Federal entities and contractors to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180; SUBRECIPIENT may not prohibit or otherwise restrict employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information – P.L. 113-114, Division E, Title VII, Section 743. Nothing in this Section shall be construed so as to relieve SUBRECIPIENT of fiscal accountability and responsibility under any portion of this SUBAWARD.
   9. [GRANTEE] will review and monitor, at such times and places as it may determine, SUBRECIPIENT's fiscal management system as well as specific RECORDS pertaining to this SUBAWARD. SUBRECIPIENT shall produce at SUBRECIPIENT’S cost, upon request of [GRANTEE] all or requested RECORDS maintained under this agreement. SUBRECIPIENT agrees to adopt and implement reasonable recommendations which are deemed by [GRANTEE] to be necessary and appropriate.
   10. Audit. SUBRECIPIENT shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor’s Office of Management and Budget. See 30 ILCS 708/65(c); 44 III. Admin. Code 7000.90.
   11. [GRANTEE], or an individual or entity designated by [GRANTEE], may audit SUBRECIPIENT's programs that affect this SUBAWARD. SUBRECIPIENT agrees to allow [GRANTEE], or an individual or entity designated by [GRANTEE], access to all RECORDS directly related to the SUBAWARD for the purpose of audit and fiscal monitoring.
   12. SUBRECIPIENT will be responsible for costs disallowed as a result of an audit in accordance with Debt Collection and Audit Resolution Procedures as are now or may hereafter be established by [GRANTEE].
4. Bonding Requirements. Every officer, director, agent, or employee authorized to act on behalf of SUBRECIPIENT in receiving or depositing funds into program accounts, or in issuing financial documents, checks, or other instruments of payment shall be bonded to provide protection against loss. The amount of bonding coverage shall be for the highest advanced amounts through check planned for the present grant year. SUBRECIPIENT shall provide upon receipt a copy of all bonds referenced herein to [GRANTEE].
   1. Insurance. SUBRECIPIENT shall maintain liability insurance or a self-insurance fund to fully cover injuries to trainees/students incurred while participating in the training program(s) covered by this SUBAWARD and all programs provided to Participants hereunder. Such insurance shall be in the amount of not less than $1 million per occurrence. Insurance shall be issued by an Illinois qualified insurance company, with a minimum AM best rating of “A”. The policy will name [GRANTEE] as additionally insured for the indemnity obligations assumed by Subrecipient in Section 19. The policy will be non-cancellable without at least 30 days’ notice to [GRANTEE] and the policy term will be a minimum of one (1) year.
   2. SUBRECIPIENT shall promptly deliver to [GRANTEE] upon request certificates of insurance for the coverage required herein. Training conditions shall comply with applicable safety standards, practices and procedures as may from time to time be required by Federal, State and local governmental agencies.
   3. If SUBRECIPIENT, in conducting activities under a grant or this SUBAWARD with [GRANTEE], uses motor vehicles, SUBRECIPIENT shall ensure that it has proper and adequate automobile insurance. [GRANTEE] shall not be liable for any claims, demands, actions, expenses and costs (including attorneys’ fees and costs) arising from SUBRECIPIENT’s or its employee’s, agent’s, invitee’s, or representative’s ownership, maintenance, or use of a motor vehicle. SUBRECIPIENT shall provide automobile insurance issued by an Insurer licensed in the State of Illinois, with coverage of $1 million for bodily injury and property damage, including coverage for under-insured and uninsured motorists. At no time will participants be transported by staff in private vehicles.
5. Worker’s Compensation Insurance, Social Security, Retirement and Health Insurance Benefits and Taxes. SUBRECIPIENT shall provide Worker’s Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Worker’s Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deductions and other taxes or payroll deductions required by law for its employees who are performing services specified by this SUBAWARD.
   1. No Employer-Employee Relationship. SUBRECIPIENT expressly agrees that nothing in this SUBAWARD is intended nor shall be interpreted or construed to create an employer-employee relationship.
   2. SUBRECIPIENT is solely and completely responsible for compliance with all tax and employment costs including, without limitation, withholding obligations, Federal and State Income Tax, Social Security, Unemployment Compensation, and Workers Compensation.
   3. SUBRECIPIENT herewith expressly stipulates and agrees that it will adhere to and abide by all Federal, State and local laws, ordinances, regulations and rules applicable to its performance under the SUBAWARD and expressly agrees that it shall bear all risk of loss, remain liable for any such taxes, contributions, or deductions and shall indemnify [GRANTEE], its members, agents, officers, employees, successors and assigns for any liability including interest, penalties and attorney’s fees, if any, assessed against [GRANTEE] as a result of any violation of this provision.
   4. SUBRECIPIENT shall have no power to bind [GRANTEE] by contract or otherwise except as may be provided in this SUBAWARD. SUBRECIPIENT hereby covenants and agrees that it shall not represent to any third-party that SUBRECIPIENT is an employee of [GRANTEE] and doing so may be a basis for [GRANTEE] to terminate this SUBAWARD.
   5. Purchase and Disposition of Property. Any property obtained by SUBRECIPIENT with funds received through this SUBAWARD shall be purchased, maintained, and disposed of in accordance with 2 CFR Part 200. Prior written approval from [GRANTEE] must be obtained before non-expendable property is purchased; Purchases for equipment over $5,000.00 require three written quotes. Sole source procurement is allowable if the item is only available from a single source as outlined in the [GRANTEE] procurement policy.
   6. Disallowed Costs of Equipment. For any equipment purchased in whole or in part with [GRANTEE] funds, if [GRANTEE] determines that SUBRECIPIENT has not met the conditions of 2 CFR 200.439, [GRANTEE] shall notify SUBRECIPIENT in writing that the purchase of equipment is disallowed.
   7. Prohibition against Disposition/Encumbrance. The SUBRECIPIENT is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Subaward Term without prior approval of [GRANTEE]. Any real property acquired using SUBAWARD Funds must comply with the requirements of 2 CFR 200.311.
   8. Equipment and Procurement. SUBRECIPIENT must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by SUBAWARD Funds. Any waiver from such compliance must be granted by the State of Illinois agency providing the funds, depending on the source of the SUBAWARD Funds used. Additionally, SUBRECIPIENT must comply with the standards set forth in 2 CFR 200.317- 200.327 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with SUBAWARD Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.
   9. Equipment Instructions. SUBRECIPIENT must obtain disposition instructions from [GRANTEE] when equipment, purchased in whole or in part with SUBAWARD Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, [GRANTEE] may require transfer of any equipment to [GRANTEE] or a third party for any reason, including, without limitation, if [GRANTEE] terminates the Subaward or SUBRECIPIENT no longer conducts Subaward activities. The SUBRECIPIENT shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and [GRANTEE] requirements stated herein.
   10. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, the SUBRECIPIENT should, to the greatest extent practicable under this Subaward, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this SUBAWARD.
6. Monitoring, Review and Evaluation of Program Performance. [GRANTEE] shall be furnished access to SUBRECIPIENT's records directly related to this SUBAWARD for the purpose of monitoring, review, and evaluation of performance. SUBRECIPIENT agrees that "access" in the terms of this section includes, but is not limited to, unscheduled and unannounced visits by [GRANTEE] staff, designees of [GRANTEE], or agents of the State government to the facilities or operations of SUBRECIPIENT.
7. Organization and Staffing. SUBRECIPIENT shall maintain current job descriptions for all positions which are funded in whole or in part by this SUBAWARD. These job descriptions shall match each staff member's actual duties. The experience and educational qualifications listed on each job description must match those of the staff member(s) to whom that job description applies. The job descriptions must be kept current.
   1. Criminal Convictions. SUBRECIPIENT certifies that neither it nor any officer, director, partner or other managerial agent of SUBRECIPIENT has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. SUBRECIPIENT further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that [GRANTEE] shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
   2. SUBRECIPIENT shall continue to disclose to [GRANTEE] all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if SUBRECIPIENT receives over $10 million in total Financial Assistance, funded by federal funds, during the period of this Award, SUBRECIPIENT must maintain the currency of information reported to System for Award Management (SAM) regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.
   3. SUBRECIPIENT certifies that within a three (3)-year period preceding this Agreement, they have not been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;
   4. SUBRECIPIENT certifies they are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in sub-paragraph 18.3.
   5. SUBRECIPIENT certifies they have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the SUBRECIPIENT, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.
   6. Grievance/Complaint Procedures, Disputes, and Court Actions. Any dispute between SUBRECIPIENT and [GRANTEE] concerning the terms or provisions of this SUBAWARD which constitutes a question of fact and which is not disposed of by this SUBAWARD shall be decided by the [GRANTEE] Executive Director, who shall send a copy of the written decision to SUBRECIPIENT. The decision shall be final and conclusive unless within thirty (30) days from the post mark on the letter of transmittal SUBRECIPIENT files a written appeal with the [GRANTEE] Board of Directors. The written appeal shall be delivered to the [GRANTEE] Executive Director who shall promptly notify the [GRANTEE] Board of Directors. The decision of the [GRANTEE] Board of Directors concerning the appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In accordance with any appeal proceeding under this clause, SUBRECIPIENT shall be afforded the opportunity to be heard and to offer evidence in support of its appeal. Pending final determination of the dispute, SUBRECIPIENT shall proceed diligently with the performance of the SUBAWARD. SUBRECIPIENT may be represented by counsel at SUBRECIPIENT’s sole cost and expense.
   7. Any dispute between SUBRECIPIENT and [GRANTEE] that cannot be successfully resolved as contemplated in Section 19.1 above, including the failure of either Party to follow any dispute resolution procedures set forth in this SUBAWARD, shall be resolved by initiation of judicial proceedings brought before a court of competent jurisdiction in [XX] County, State of Illinois.
   8. SUBRECIPIENT shall immediately notify [GRANTEE] in writing of any actions or suits filed and of any claims made against [GRANTEE], SUBRECIPIENT, or any of the parties involved in the implementation and administration of the programs funded under this SUBAWARD.
   9. Public Credit to Funding Sources. SUBRECIPIENT expressly understands that any dissemination of information to the public concerning the subject of this SUBAWARD shall be done with full credit to the funding source in the format required in the DCEO grant agreement with Grantee, Attachment A hereto.
   10. Use of SUBAWARD Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that SUBAWARD funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, SUBRECIPENT shall obtain prior approval for the use of those funds. (2 CFR 200.467)
8. De-obligation of Funds for Low Spending Levels. [GRANTEE] will review the spending levels monthly for this SUBAWARD. If it is clear that SUBAWARD spending goals will not be reached, [GRANTEE], in its discretion may modify or cancel this SUBAWARD in accordance with this SUBAWARD. If SUBAWARD’S spending goals are reduced, an adjustment in the program’s funding level may be made.
9. Hold Harmless Agreement. SUBRECIPIENT agrees to indemnify, protect, defend and save harmless the State of Illinois and [GRANTEE] from and against any and all third party claims, demands, actions, and causes of action for personal injury, death and property damage , including, but not necessarily limited to, the cost of defense and reasonable attorneys’ fees thereof, arising or which may at any time arise in favor of any employee, or representative of SUBRECIPIENT to the extent caused by SUBRECIPIENT’s negligence or willful misconduct and except to the extent caused by the acts or omissions of either [GRANTEE] and/or the State of Illinois and each of their employees, agents, and representatives. Neither Party hereto shall be liable for special, incidental or consequential damages including lost profit and similar economic damages in connection with this Agreement.
   1. Modifications Any Federal or State laws or regulations which affect this SUBAWARD, and any and all such Federal, State, and local laws and ordinances and regulations which may, from time to time, and at multiple times, be newly adopted, altered or amended shall be incorporated into this SUBAWARD on the effective date of the laws or regulations and any amendments thereof. This SUBAWARD may be modified based upon changes in Federal and/or State guidelines that may be forthcoming as a result of legislative changes as long as such changes do not significantly affect the scope of work subject to this SUBAWARD.
   2. Any existing Federal, State, or local laws which are relevant or applicable to this SUBAWARD but which [GRANTEE] identifies after the SUBAWARD is signed shall be immediately incorporated into the SUBAWARD without further action by either Party.
   3. [GRANTEE] reserves the right to stop program operations immediately if [GRANTEE] believes that any law relating to this SUBAWARD has been violated.
   4. If SUBRECIPIENT cannot conform to the changes required by Federal or State of Illinois laws, or Federal or State of Illinois regulations, SUBRECIPIENT shall immediately notify [GRANTEE] in writing. [GRANTEE] shall then establish the standards for the termination of the SUBRECIPIENT's program and will terminate this SUBAWARD as soon as practicable.
   5. [GRANTEE] retains the right to unilaterally modify this SUBAWARD for good cause. "Good cause" includes, but is not necessarily limited to, the following:
      1. SUBRECIPIENT's failure to meet material terms of this SUBAWARD in whole or in part;
      2. SUBRECIPIENT's repeatedly failing to submit, by dates required, RECORDS and documentation giving accurate fiscal information to [GRANTEE]; or
      3. SUBRECIPIENT's actions which demonstrate the appearance of impropriety or which would place [GRANTEE] in a negative audit position.
   6. [GRANTEE] will notify SUBRECIPIENT in writing of the determination to modify the terms of this SUBAWARD, the reasons for such modification, and the effective date of the modifications. All modifications to this SUBAWARD must be in writing and signed by both Parties EXCEPT IN CIRCUMSTANCES DESCRIBED IN SECTION 22.1, 22.3 or 22.5.
   7. All modification requests by SUBRECIPIENT must be in writing with a full explanation of why the modification is necessary. Modification requests are to be directed to [GRANTEE]s staff for input prior to a final decision by the [GRANTEE] Executive Director.
   8. Termination or Cancellation. The SUBAWARD shall be immediately canceled if at any time the State of Illinois cancels, fails to fund, or otherwise terminates, rescinds, or negates the grant through which this SUBAWARD or its program is funded.
   9. Either Party to the SUBAWARD shall have the right to terminate and end unilaterally all obligations hereunder by notifying the other party in writing of such termination at least One Hundred Twenty (120) days prior to the stated effective date of termination. If SUBRECIPIENT fails to fulfill its obligations under this SUBAWARD or misrepresents any information relied upon by [GRANTEE], [GRANTEE] may notify SUBRECIPIENT in writing that [GRANTEE] will terminate the SUBAWARD effective thirty (30) days following the date of notification. SUBRECIPIENT shall, however, remain obligated to maintain all RECORDS as required by this SUBAWARD regardless of cancellation of this SUBAWARD.
   10. Upon termination or receipt of notice to terminate, whichever occurs first, SUBRECIPIENT shall cancel, withdraw or otherwise terminate any outstanding orders or SUBAWARD(s) which relate to the performance of this SUBAWARD and shall cease to incur costs. [GRANTEE] shall not be liable to SUBRECIPIENT or SUBRECIPIENT's creditors for reimbursement or payment of any expenses incurred after the termination date. Upon termination of this SUBAWARD for any reason, SUBRECIPIENT shall return to [GRANTEE] within thirty (30) days after the receipt of written request for return, all property purchased with funds received under this SUBAWARD and all property furnished to [GRANTEE] by the State of Illinois. SUBRECIPIENT shall return such property and property RECORDS in the manner prescribed by [GRANTEE]. Between the date of termination of the SUBAWARD and the date of return of the property, SUBRECIPIENT shall protect such property from damage, loss, or destruction. SUBRECIPIENT shall preserve all RECORDS relating to this SUBAWARD as provided in this SUBAWARD.
10. Governance. This SUBAWARD is governed by the laws of the State of Illinois.
11. Definitions. The following terms of this SUBAWARD shall be defined as follows:

SUBRECIPIENT – shall mean the non-Federal entity receiving this SUBAWARD from a passthrough entity to carry out part of a Federal program.

SUBAWARD – shall mean the Subaward Agreement entered into between [GRANTEE] and

SUBREICIPIENT.

Expendable Property – shall mean that tangible property having a useful life of one (1) year or less

and acquisition cost of less than $5,000.

Non-Expendable Property – shall mean that tangible property having a useful life or more than one

(1) year and an acquisition cost of more than $5,000 per unit.

Debt Collection and Audit Resolution Procedures – shall mean those policies, procedures, and

practices as may from time to time be adopted or approved by [GRANTEE] for the purpose of making a determination on auditors’ administrative and questioned cost findings, including corrective action

requirements imposed on the audited organization; audit resolution does not necessarily connote

agreement on the part of the audited organization.

**PART III - ADDITIONAL REPRESENTATIONS AND WARRANTIES**

1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the SUBRECIPIENT makes the following representations and warranties to [GRANTEE]:
   1. It possesses the legal authority and has taken such action as may be required to enter into and be bound by this SUBAWARD and to execute the program and represents that prior to signing this SUBAWARD it has thoroughly reviewed the same and understands and agrees to the terms set forth herein.
   2. It will comply fully with the applicable laws outlined in [GRANT NUMBER] as such laws now exist or may be hereafter amended
   3. It will comply with applicable requirements imposed by or pursuant to regulations implementing the laws listed herein, and shall cooperate with such compliance monitoring as [GRANTEE] or its designee or fiscal agent may from time to time require. SUBRECIPIENT understands that the State of Illinois has the right to seek judicial enforcement of this assurance.
   4. No funds received under this SUBAWARD will be used to fund any activities prohibited under, Federal, State or local laws, 2 CFR 200 or implementing regulations.
   5. Appropriate standards for health and safety in work and training situations will be maintained.
   6. The program will not result in the displacement of employed workers, or impair existing subawards for service.
   7. No funds will be used to train Participants to fill a job opening created by the action of an employer in laying off or terminating the employment of any other employee of the SUBRECIPIENT in anticipation of filling the vacancy so created by the hiring of a program Participant.
   8. All records and reports required to be completed by SUBRECIPIENT pursuant to this SUBAWARD shall be accurate, true, and correct to the best knowledge of SUBRECIPIENT. Any misrepresentation of a material fact concerning the accomplishments directly related to SUBAWARD funds may result in funds being withheld by [GRANTEE], or legal action to recover funds paid to SUBRECIPIENT as a result of such misrepresentation.
   9. It will establish safeguards to prevent SUBRECIPIENT’s staff members, employees, officers, directors, partners, owners, board members, agents, representatives, and volunteers from using their positions for a purpose that is, or gives the appearance of, being motivated by desire to divert SUBAWARD funds for private gain for themselves or others, particularly those with which they have family, business, or other ties as a result of the work to be performed as outlined in the attachments to this SUBAWARD.
   10. It will be bound by determinations arising from [GRANTEE]'s Debt Collection and Audit Resolution Procedures.
   11. It will comply with the non-procurement suspension and debarment regulations implementing Executive Orders 12549 and 12689, 2 CFR 180 (2 CFR 200.212), which prohibits a contract award from being made to parties listed on the government-wide exclusions in the System for Award Management (SAM).
   12. It is not disbarred, suspended, or proposed for debarment declared ineligible, or voluntarily excluded from participation in this SUBAWARD by any Federal department or agency (45 CFR Part 76), or by the State of Illinois (30 ILCS 708/25(6)(G)).
   13. It is not a corporation or agency that has any unpaid Federal or State tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal or State Agency has considered suspension or debarment of the corporation or agency and has made a determination that this further action is not necessary to protect the interests of the United States government or the State of Illinois government.
   14. It is not an agency or corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months before this SUBAWARD was executed, unless a Federal or State Agency has considered suspension or disbarment of the agency or corporation and has made a determination that this further action is not necessary to protect the interests of the United States government or the State of Illinois government.
   15. It will address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate, when the SUBAWARD is more than the simplified acquisition threshold amount set forth in 48 CFR part 2, subpart 2.1.
   16. It will address termination for cause and for convenience by the [GRANTEE] including the manner by which it will be effected and the basis for settlement.
   17. If SUBREICIPIENT is a corporation (including a not-for-profit corporation) or a limited liability partnership, it is in good standing for operations in the State of Illinois and will provide a copy of its “Certificate of Good Standing” from the Illinois Secretary of State’s office to be maintained in the SUBAWARD file.

**PART IV SCOPE OF WORK**

BACKGROUND

[INSERT PROGRAM BACKGROUND]

DEFINITIONS

[INSERT PROGRAM DEFINITIONS]

SUBAWARD ACTIVITIES

[INSERT PROGRAM DETAILS]

PROGRAM COORDINATION

[INSERT PROGRAM COORDINATION INFORMATION]

PROGRAM SERVICE AREA

[INSERT PROGRAM SERVICE AREA INFORMATION]

PROJECT WORKPLAN

[INSERT PROJECT WORKPLAN REQUIREMENTS]

PROJECT MANAGEMENT & REPORTING

[INSERT PROJECT MANAGEMENT AND REPORTING INFORMATION]

PARTICIPANT TRACKING

[INSERT PARTICIPANT TRACKING INFORMATION]

PROGRAM DEVELOPMENT AND EVALUATION

[INSERT PROGRAM DEVELOPMENT AND EVALUATION INFORMATION]

PERFORMANCE MEASURES

[INSERT PERFORMANCE MEASURE INFORMATION]

PERFORMANCE STANDARDS

[INSERT PERFORMANCE STANDARDS INFORMATION]

**PART V UNIFORM BUDGET**

[INSERT BUDGET TEMPLATE]

**ATTACHMENT A**

[INSERT ATTACHMENT A – DCEO GRANT AGREEMENT]