**LETTERHEAD HERE**

Thursday, September 17, 2020

Name of Subrecipient
PO Box 123
Sacramento, CA 95818

Dear Ms. First Name Last Name

On behalf of the Tribe of \_\_\_\_\_ I want to thank you for the project submission. We are pleased to inform you that the Name of Subrecipient proposal was accepted for the tribe’s American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds (ARPA-CSLFR) in the amount of $XXXX.

Virtually every tribe and tribal organization has faced setbacks as a direct result of COVID-19. To respond, Tribe of \_\_\_\_ has taken an approach of funding projects and expenditures that is built on the principles of preparing, preventing, and recovering from COVID-19. The tribal council and I continue to be awestruck by tribes and tribal organizations, such as CTFC’s remarkable resourcefulness, decency and care of our people, and humanity in keeping at-risk children safe.

This Coronavirus State and Local Fiscal Recovery Funds - ARPA (ARPA-CSLFR) funding award letter is based on the narrative and budget submitted and presented to tribal council. The ARPA-CSLFR is subject to an audit and standard grant management guidelines. Thus, we are including a subrecipient agreement that must be signed. Please note that as a subrecipient you are required to report the progress of your expenditures to the Tribe of \_\_\_\_ ARPA team every two weeks.

If your project is underbudget, the remaining funds will be returned to the Tribe of \_\_\_\_\_ for future use to prepare, prevent, and recover from the coronavirus. Modifications to a prior-approved ARPA-CSLFR project budget must adhere to the tribe’s policies and procedures for budget modifications.

Thank you again for the good work that you do for tribe in keeping our community safe during this time.

Chairman NAME
Tribe of \_\_\_\_\_
EMAIL ADDRESS HERE
(555) 555-555

Tribe of \_\_\_\_\_\_\_\_\_\_

Subrecipient Agreement

The following statements and provisions are acknowledged and agreed upon by and between the **Tribe of \_\_\_\_\_** as the “**Subrecipient**” and the **Name of Subrecipient** as the **“Grantee**” and provider of such funds pursuant to the Coronavirus State and Local Fiscal Recovery Funds - ARPA (ARPA-CSLFR). This agreement is entered into this **18th day of September 2020**.

1. **Subaward Information**

The following information is provided pursuant to 2 CFR 200.331(a)(1):

|  |  |
| --- | --- |
| **Federal Award Program Description:** | The Tribe of \_\_\_\_\_ (TRIBE) received Coronavirus Relief Funds pursuant to the ARPA-CSLFR. Through a carefully considered funding plan that prepares, prevents, and recovers from COVID-19, TRIBE has selected to fund certain projects in the spirit of helping our community during the pandemic. Requests for TRIBE’s Coronavirus State and Local Fiscal Recovery Funds - ARPA (ARPA-CSLFR) are reviewed for eligibility and then approved through tribal council resolution. |
| **Name of Federal Awarding Agency** | U.S. Department of Treasury |
| **Name of Pass-Through Entity** | Tribe of \_\_\_\_\_ |
| **Subrecipient Name:** | Name of Subrecipient |
| **DUNS:** |  |
| **Subaward Period of Performance Start and End Date:** | 09/18/2020 – 12/30/2020 |
| **Total Amount of Federal Funds Allocated to the Subrecipient:** | $128,170 |
| **Project Number Assigned:** | 1124-181 |
| **Project Summary:** | See attachment C.Funds to address the unprecedented tribal child welfare challenges the COVID-19 public health emergency has created. |

This Agreement will remain in effect as long as the Subrecipient has control over the above funds, including program income, or assets including real property acquired with funds dispersed under the Grant(s). Any modification or amendment to this Agreement must be approved by the Grantee.

Any provisions contained herein which are found to be inconsistent with the Coronavirus State and Local Fiscal Recovery Funds - ARPA (ARPA-CSLFR), Federal or State laws, and implementing regulations, will be deleted or appropriately modified as directed by the Grantee and in no case shall any such inconsistency, whether remedied or not impair the remainder.

1. **Purpose**

It is the purpose and intent of this Agreement to enable the Grantee to provide the U.S. Department of Treasury (**Grantor**) direct funds and pass-through funds through the Coronavirus State and Local Fiscal Recovery Funds - ARPA (ARPA-CSLFR) to the Subrecipient for their use to carry out the project described in the application approved and funded by the Grantor pursuant to the funding.

1. **Description of Work**

The Subrecipient shall be responsible for administering all COVID-19 response activities in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Allowable activities must be directly tied to response and recovery efforts described in the project proposal and must be allowable pursuant to the ARPA-CSLFR requirements and all applicable Federal statutes and regulations

1. **Prohibited Activities**

The Subrecipient may only carry out the activities described in the project proposal and this agreement. The Subrecipient is prohibited from charging indirect cost to the subaward which is consistent with the ARPA-CSLFR requirements.

1. **Monitoring**

The Grantee shall monitor the performance of the Subrecipient as necessary and in accordance with applicable Federal statutes and regulations to ensure compliance with all of the requirements of this agreement. This would include timeframes and deliverables outlined in the project proposal. Performance not meeting expectations as outlined in this agreement as determined by the Grantee will constitute noncompliance. If corrective action is not taken within \_\_\_ days after being notified by the Grantee, the Grantee may impose additional conditions on the Subrecipient, suspend, or terminate this agreement.

1. **Amendments**

The Grantee or Subrecipient may amend this agreement at any time as approved by the Grantee’s tribal council. All amendments must make specific reference to this agreement and shall not invalidate, relieve, or release the grantee or subrecipient from its obligations under this agreement unless specifically stated in said amendment. Amendments should include any revisions to the project proposal, deliverables, and timelines; including revisions that would result in the need for additional funding.

1. **Federal and State Laws**:

The Subrecipient is responsible for compliance with all applicable Federal or State laws, and Executive Orders.

1. **Compliance with Federal Requirements**

The Agreement requires compliance with provisions within the OMB Uniform Guidance, 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Subrecipient agrees to comply with all applicable federal laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize available funds under this Agreement according to their approved project(s) by the Tribe of \_\_\_\_ tribal council. This Agreement shall supplement rather than supplant funds otherwise available.

During the performance of this Agreement, the Subrecipient shall comply with all applicable federal funding regulations, including, but not limited to, the following:

* Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507).
* Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends $750,000 or more in federal awards during their fiscal year.
* Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
* Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
* Fund payments are subject to Subpart F regarding audit requirements
* Fund payments must comply with provisions of the Hatch Act of 1939, (Chapter 15 of Title V of the U.S.C.) limiting the political activities of public employees, as it relates to the programs funded.
* Subcontracts, if any, shall abide by federal funding regulations.
1. **Time of Performance:**

All costs must be incurred by the funding expiry date of December 31, 2024. All services and products of the Subrecipient shall be delivered by the funding deadline of December 31, 2026. There will be no carryover or extensions according to the U.S. Department of Treasury. If time is extended, the Grantee shall alert the Subrecipient.

1. **Payment of Funds:**

This is a cost-reimbursement Agreement. The Grantee will reimburse the Subrecipient only for eligible expenses based on the report due bi-weekly (every two weeks). Subrecipients must maintain a financial file with copies of back-up documentation for all paid eligible expenditures made by the Subrecipient during the eligible period. Funds paid must only be used for the approved project budget presented to tribal council. If the Subrecipient wishes to use paid funds for other uses, the Subrecipient must obtain tribal council approval.

1. **Required Status Reporting to the Tribe of \_\_\_\_\_ ARPA-CSLFR Team**

The Subrecipient will be required to report bi-weekly the status of the project approved. Due to the nature of the deadline of the ARPA-CSLFR, it is imperative to submit the status report. Failure to submit a timely status report may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

1. **Program Income**

The Subrecipient is accountable to the Tribe of \_\_\_\_\_ for any program income generated as a result of this agreement. The Tribe of \_\_\_\_\_ is required to calculate, document, and record any program income generated from ARPA-CSLFR funds.

1. **Access to Records**

The Subrecipient shall permit the Grantee and auditors access to the Subrecipients records and financial statements pertaining to this agreement as necessary for the Grantee to meets its audit and reporting requirements.

1. **Unexpended Grant Funds**

Any unexpended funds budgeted will be returned to the Tribe of \_\_\_\_\_’s ARPA-CSLFR fund for future use. Funds must be expended by December 31, 2024. It is understandable that costs incurred by December 31, 2024 may have invoices that arrive later in 2025; however, the Subrecipient must continue to report this status to tribal council.

1. **Suspension or Termination**

The Grantee may terminate this agreement in whole or in part whenever it determines that the Subrecipient has failed to comply with any term, condition, requirement, or provision of this agreement. The Grantee shall promptly notify the Subrecipient in writing of its determination and the reasons for suspension or termination.

1. **Hold Harmless**

The Subrecipient shall hold harmless, release, and defend the Grantee from any and all claims, actions, suits, charges and judgements whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called in this agreement. The Subrecipient agrees to repay to the Grantee funds equal to the amount of ARPA-CSLFR funds determined that its agents and/or auditors to unallowable under the funding.

1. **Records and Reports:**

Records for nonexpendable real property purchased completely or with the ARPA-CSLFR funding partially by the Subrecipient must be retained for seven years after its final disposition. All other pertinent grant records, including beneficiary data, financial records, supporting documents, and statistical records, shall be retained for a minimum of seven years after final close-out. If, however, any litigation, claim or audit is started before the expiration of the seven-year period, then records must be retained for five years after the litigation, claim or audit is resolved.

1. **Use of Real Property and Reversion of Assets**:

Any real property acquired or improved in whole or in part with ARPA-CSLFR funds must continue to be used for the purpose for which it was acquired or improved. Any changes in its use within seven years of closeout must be approved by the Grantee in writing.

1. **Department of Treasury Federal Financial Reporting**

All sub-awards greater or equal to $50,000 will be reported to the U.S. Department of Treasury by the Grantee quarterly per required reporting. Reporting includes detailed information about the Subrecipient, and costs incurred. This reporting is due to the U.S. Department of Treasury on the following dates:

* Due October 31, 2021: Reporting for Award Date through September 30, 2021
* Due January 31, 2022: Reporting for October 1 through December 31, 2021
* Due April 30, 2022: Reporting for January 1 through March 31, 2022
* Due July 31, 2022: Reporting for April 1 through June 30, 2022
* Due October 31, 2022: Reporting for July 1 through September 30, 2022
* Due January 31, 2023: Reporting for October 1 through December 31, 2022
* Due April 30, 2023: Reporting for January 1 through March 31, 2023
* Due July 31, 2023: Reporting for April 1 through June 30, 2023
* Due October 31, 2023: Reporting for July 1 through September 30, 2023
* Due January 31, 2024: Reporting for October 1 through December 31, 2023
* Due April 30, 2024: Reporting for January 1 through March 31, 2024
* Due July 31, 2024: Reporting for April 1 through June 30, 2024
* Due October 31, 2024: Reporting for July 1 through September 30, 2024
* Due January 31, 2025: Reporting for October 1 through December 31, 2024
* Due April 30, 2025: Reporting for January 1 through March 31, 2025
* Due July 31, 2025: Reporting for April 1 through June 30, 2025
* Due October 31, 2025: Reporting for July 1 through September 30, 2025
* Due January 31, 2026: Reporting for October 1 through December 31, 2025
* Due April 30, 2026: Reporting for January 1 through March 31, 2026
* Due July 31, 2026: Reporting for April 1 through June 30, 2026
* Due October 31, 2026: Reporting for July 1 through September 30, 2026
* Due March 31, 2027: Reporting for October 1 through December 31, 2026
1. **Closeout**

The Subrecipient shall closeout the use of funds and its obligations under the agreement by complying with all necessary closeout reporting and procedures as determined by the Grantee.

1. **Attachments**

This Agreement contains the following attachments:

* Attachment A – Treasury Guidance and Eligible Expenses
* Attachment B – Treasury FAQ
* Attachment C – Subrecipient’s Project Proposal

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| **Name of SubrecipientSignature** |  | **Date**  |  |
|  |  |  |  |
| **Chairman XYZSignature** |  | **Date** |  |