

# SECTION 1. SPECIAL TERMS AND CONDITIONS

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## **SECTION 1. SPECIAL TERMS AND CONDITIONS**

### **1.0 PROGRAM PURPOSE**

The purpose of the Community Services Block Grant (CSBG) is to provide assistance to states and local communities, working through a network of community action agencies and other neighborhood-based organizations, for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

The purpose of the Iowa CSBG program is to support the efforts of Iowa's community action agencies in alleviating the causes and conditions of poverty in their communities.

### **2.0 SOURCE AGENCY AND LAW INFORMATION**

Community Services Block Grant Act (42 U.S.C. 9901 et seq); Community Services Block Grant Act, Title VI, Subtitle B, of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended; Human Services Amendments of 1994, P.L. 103-252; the FY 1996 CSBG Appropriation Legislation, P.L. 104-134; C.F.R. Title 45, Part 96; Coats Human Services Reauthorization Act of 1998, P.L. 105-285, Department of Health and Human Services Block Grant Regulations and Current Poverty Income Guidelines; and Chapter 216A, Subchapter 5, Code of Iowa, 2026.

### **3.0 RECITALS**

WHEREAS, the Iowa Department of Health and Human Services (Iowa HHS), Division of Community Access and Eligibility, Community Action Agencies unit has been designated by the Governor to administer the Community Services Block Grant under "Title VI, Subtitle B, of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended".

WHEREAS, Chapter 216A, Subchapter 5, Code of Iowa, 2026 specifies that community action agencies shall be provided financial assistance from the CSBG;

WHEREAS, the Contractor has submitted an FFY 2026 CSBG Community Action Plan and Application which has been accepted by the Agency;

WHEREAS, the Contractor has previously administered the CSBG program and has demonstrated through past performance and assessment that it has the programmatic and fiscal capacity to successfully carry out the CSBG program;

THEREFORE, this Contract is entered into by and between the Iowa HHS (hereafter referred to as Agency) and the Contractor.

### **4.0 AREA COVERED**

The Contractor shall perform all the work and services required under this Contract in the area(s) specified in Contractor's FFY 2026 CSBG Community Action Plan and Application.

### **5.0 STATEMENT OF WORK AND SERVICES**

The Contractor shall perform in a satisfactory manner, as determined by the Agency, the activities authorized by this agreement in accordance with the Contractor's FFY 2026.

CSBG Community Action Plan and Application, CSBG Contract Special Terms and Conditions, CSBG Contract General Terms, Contingent Terms for Service, federal and state laws and regulations, Iowa's CSBG policies and procedures manual, and Agency directives.

**6.0 STATE PLAN, STATE LAW, AND ADMINISTRATIVE RULES**

The Contractor must adhere to Iowa's FFY 2026-2027 CSBG State Plan and Application, state law, and the provisions of the Iowa Administrative Code 421 - Chapter 21 concerning the CSBG program.

**7.0 FEDERAL LAW AND REGULATIONS**

The Contractor must adhere to all applicable federal guidelines, laws, and regulations regarding the CSBG program.

**8.0 REPORTS AND PRODUCTS**

The Contractor shall submit the following reports and products:

<u>Report or Product:</u>	<u>Due Dates:</u>
Community Action National Performance Indicators Reports	November 17, 2025, April 30, 2026, and November 16, 2026 (or as specified by the Agency)
CSBG Agency Resources Report	November 16, 2026 (or as specified by the Agency)
CSBG Year-End Report	November 16, 2026 (or as specified by the Agency)
CSBG Monthly Funding Request and Expenditures Report	must be received by the Agency no later than 10 calendar days following the end of each month in which activity occurred
Final CSBG Expenditures Report	must be received by the Agency no later than 45 calendar days following the Contract's end date

During the contract period, for each month in which activity occurred, the Contractor will provide the Agency with a signed CSBG Monthly Funding Request and Expenditures Report detailing CSBG program expenditures by the due date specified above.

**9.0 TIME OF PERFORMANCE**

The services of the Contractor are to commence as of the Contract's start date and shall be undertaken in such sequence as to assure their expeditious completion. All of the services required hereunder shall be completed by the Contract's end date.

**10.0 SIGNATORIES**

**10.1 Issuing Agency**

The Community Action Agencies Unit Director is the official authorized to amend and execute changes to this Contract. The Community Action Agencies Unit Director may, by designating in writing, authorize other Agency officials to amend and execute changes to this Contract.

## 10.2 Contractor

The following are the Contractor's signatory and submittal requirements for requesting contract amendments:

CSBG Contract Budget Amendment Requests: The Contractor must use the Agency's CSBG Contract Budget Amendment Request form to request changes to the contract budget (see 29.0 Contract Budget). Requests for changes to the contract budget must be approved by the Contractor's governing board through board action. Once approved by the governing board, the President/Chair of the Contractor's governing board is required to certify (sign) the CSBG Contract Budget Amendment Request form (Contractor's Certification) and submit the completed form to the Agency. The signature must be an original signature or an electronic signature using e- signature software. CSBG Contract Budget Amendment Requests signed by the Executive Director or other official are unallowable.

CSBG Contract Extension Requests: The Contractor must send a letter to request a contract end date extension (see 14.2 Expenditures). Letter requests for contract end date extensions must be signed and submitted to the Agency by the President/Chair of the Contractor's governing board. The signature must be an original signature or an electronic signature using e-signature software. The President/Chair may designate the Executive Director or other officials to request contract end date extensions. To designate the Executive Director or other officials, the President/Chair must complete the Agency's Iowa CSBG Program – Designation of Additional Signatories form, as directed, and submit the completed form to the Agency.

For all other CSBG contract amendment requests, the Contractor must contact the Agency for request and submittal instructions.

The following are the Contractor's signatory requirements for executing contract amendments received from the Agency:

Contract Amendments Received from the Agency: The President/Chair of the Contractor's governing board is the Contractor authorized to execute (sign) contract amendments received from the Agency. The signature must be an original signature or an electronic signature using e-signature software. The President/Chair may designate the Executive Director or other officials to sign contract amendments. To designate the Executive Director or other officials, the President/Chair must complete the Agency's Iowa CSBG Program – Designation of Additional Signatories form, as directed, and submit the completed form to the Agency.

The following are the Contractor's signatory requirements for certifying CSBG Monthly Funding Request and Expenditures Reports:

CSBG Monthly Funding Request and Expenditures Reports: The Executive Director is the Contractor authorized to certify (sign) the Contractor's CSBG Monthly Funding Request and Expenditures Reports. The signature must be an original signature written by the authorized signatory or an electronic signature using e-signature software. The Executive Director may designate other officials to sign the CSBG Monthly Funding Request and Expenditures Reports. To designate officials, the Executive Director must complete the Agency's Iowa CSBG Program – Designation of Additional Signatories form, as directed, and submit the completed form to the Agency.

## **11.0 INTEREST OF THE AGENCY AND CONTRACTOR OFFICIALS**

### **11.1 Agency Officials**

No officer or employee of the Agency shall participate in any decision relating to this Contract which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested; or have any interest, direct or indirect, in this Contract or the proceeds thereof.

### **11.2 Contractor Officials**

The Contractor covenants that no official, employee or agent of the Contractor presently has any personal or financial interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having such interest will be employed.

## **12.0 CONFLICTS OF INTEREST**

The Contractor or subcontractors shall not permit any conflicts of interest involving staff, board, or council members, and shall avoid any appearance of conflicts of interest in all transactions, awarding of financial assistance, or procurement of services or property using contract funds. No member of any council, board, or staff associated with this Contract shall cast a vote on the provision of service by that member (or any organization directly represented by that member) or vote on any matter, which would provide direct financial benefit to that member. Detailed information about any conflict of interest situations, along with information on how they were resolved, shall promptly be reported to the Contractor and to the Agency.

## **13.0 RESOLUTION OF DISAGREEMENT**

In the event of any disagreement between the Contractor and the Agency relating to the competence of the work and services being performed and its conformity to the requirements of this Contract, the decisions of Agency shall prevail.

## **14.0 CONDITIONS OF PAYMENTS**

### **14.1 Maximum Payments**

It is expressly understood and agreed that the maximum amounts to be paid to the Contractor by the Agency shall be the amount specified in the Contract Declarations & Execution subject to 5.0 herein. The total of all payments to the Contractor by the Agency for all services required under this Contract shall not exceed the maximum value of the contract unless modified by written amendment of this Contract or by written notice of a funding change by the Agency.

### **14.2 Expenditures**

The Contractor shall make every reasonable effort to expend all funds in conformance with the terms and conditions of this Contract prior to the Contract's end date. In the event all funds cannot be reasonably expended by the Contract's end date, funds may be carried forward in accordance with the following, upon approval by the Agency:

- At its option, the Contractor may request the approval of the Agency to carry forward unexpended contract funds. A contract end date extension, which is requested by the Contractor, shall be granted by the Agency for a period of nine (9) months. Request for contract end date extension shall be delivered to the Agency no sooner than 60 calendar days prior to the Contract's end date. In the event the Contractor does not provide the Agency with a final expenditures report for this Contract by the due date (8.0), the Agency reserves the right to withhold payment of future funds until such final expenditures report is received by the Agency.
- Contract extensions will not be granted beyond September 30, 2027. Any contract funds not expended by September 30, 2027, must be returned to the Agency.
- Funds remaining at the Contract's end date must be returned to the Agency.

### **14.3 Cost Category Expenditure Deviations**

Expenditures that exceed budgeted cost category amounts will not be disallowed for payment solely because of minor deviations from the budgeted amount. However, any deviation exceeding 10 percent of the budgeted cost category amount shall require a budget amendment to this Contract and prior approval must be granted by the Agency. The total amount of the budget shall not be exceeded and any amounts above the budget total will not be reimbursed by the Agency, unless a budget amendment has been granted to increase the total.

### **14.4 Federal Funding**

- Periodic Adjustments: Federal funds are made available to the Agency on a periodic basis with federal allocations subject to change without Agency control. As a result, the amount of funds made available to the Contractor by the Agency may vary throughout the program year.
- Written Notification of Funding: The Agency shall periodically notify the Contractor, in writing of the amount of federal funds that will be available to the Contractor for that period. The Contractor shall be liable for any expenditure in excess of the periodic allocation.
- If the annualized funding level changes, the Contractor will be notified by the Agency and shall, within 30 calendar days or as determined by the Agency, prepare and submit to the Agency for approval, a revised contract budget reflecting the revised amount of contract funds. Upon approval by the Agency, the revised contract budget will become a part of this Contract by this reference.
- Advance Payment: The Agency may upon execution of this Contract make a payment to the Contractor based on the Contractor's first advance request and expenditures report, provided such payment does not exceed the amount of funds currently available to the Contractor. The CSBG Monthly Funding Request and Expenditures Report shall indicate costs incurred to date and projected costs for not more than 60 calendar days. The Agency reserves the right to reduce advance requests if the Contractor's expenditures reports indicate that previous advance requests have been excessive. Should expenditures reports indicate excessive federal cash on hand at any time during the contract period, the Agency may require the repayment of such funds. Upon completion of the Contract, any remaining unexpended funds shall be returned to the Agency no later than 45 calendar days following the Contract's end date.

### **14.5 Payment Refusal**

The Agency may refuse payment of funds for good cause such as evidence of fraud, lack of management controls, or non-compliance with grant conditions. Such refusal shall be appropriately documented, and the Contractor shall be informed of the reason for the refusal.

## **15.0 RECEIPT OF FEDERAL FUNDS**

All payments to the Contractor shall be subject to the receipt of federal grant funds by the Agency. The termination, reduction, or delay of federal grant funds to the Agency shall, at the option of the Agency, be reflected in a corresponding modification to grants already made to the Contractor.

## **16.0 ACCOUNTS AND RECORDS**

### **16.1 Accounts**

The Contractor shall maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Contract to the extent and in such detail as will properly reflect all costs, direct and indirect, or labor, materials, equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Contractor shall be prepared to support charges for salaries and wages by time, attendance and payroll records.

### **16.2 Audit and Inspection**

At any time during normal business hours and as frequently as is deemed necessary the Contractor shall make available to the Agency, the State Auditor, the Comptroller General of the United States, the federal agency providing funds, or any of their duly appointed representatives, for their examination, all of its records pertaining to all matters covered by this Contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contracts, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this Contract.

### **16.3 Refunds Returned**

The Contractor, in maintaining contract expenditure accounts and records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from any administrative reviews and audits by the United States or by the State of Iowa or by the Contractor. Such adjustments shall be set forth in the financial reports filed with the Agency.

## **17.0 ALLOWABLE COSTS**

### **17.1 General**

Allowable costs are subject to audit under the principles defined in 2 CFR Part 300 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

### **17.2 Indirect Costs**

Indirect costs shall be allowed at a specified rate approved by the Contractor's federal cognizant agency and in an amount not to exceed the approved budget presented in this Contract. Indirect cost rates, if applicable, shall be determined according to the principles defined in 2 CFR Part 300 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

### **17.3 Cost Allocation Plans**

The Contractor shall possess and use a cost allocation plan that results in the fair distribution of costs to benefiting programs. The Contractor shall have available for inspection, by the Agency, a copy of the cost allocation plan in use during the term of this Contract. The Agency may review and approve portions of the cost allocation plan not reviewed and approved by the federal cognizant agency.

## 17.4 Contract Expenses

Expenses shall not be incurred prior to the Contract's start date.

## 18.0 **INTEREST EARNED**

### 18.1 Interest-Bearing Accounts

In accordance with 2 CFR Part 300 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), the Contractor shall maintain advance payments of federal awards in interest-bearing accounts, unless one of the following applies:

- The Contractor receives less than \$120,000 in federal awards per year.
- The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year of federal cash balances.
- The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

Contractors not maintaining advances of federal awards in interest bearing accounts because of one or more of the conditions listed above, shall have available for Agency inspection, documentation supporting the Contractor's decision to not maintain advances of federal funds in interest bearing accounts.

### 18.2 Nongovernmental Recipients and Governmental Recipients other than States

In accordance with 2 CFR Part 300 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), any interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to the U.S. Department of Health and Human Services, Program Support Center. Interest amounts up to \$500 per year, based on the Contractor's fiscal year, may be retained by the Contractor for administrative expenses. Contractors with electronic fund transfer (EFT) capabilities should use the electronic medium to remit interest.

### 18.3 Documenting Interest Earned

Contractors remitting annual interest earned to the U.S. Department of Health and Human Services (HHS) must maintain, at a minimum, the following information: interest earned documents, the total amount remitted to HHS, and the date of the remittance to HHS.

Contractors not required to make an annual interest earned remittance to HHS must maintain, at a minimum, interest earned documentation.

### 18.4 Disbursement of Funds

The Contractor shall maintain and follow written procedures that minimize the time elapsing between the transfer of contract funds from the Agency and the disbursement of those funds by the Contractor.

## 19.0 **INELIGIBLE ACTIVITIES**

The following activities are ineligible for funding under this Contract:

Construction of Facilities: The purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.

Exceptions to this rule shall be provided through a waiver procedure described in Section 678F of the Community Services Block Act, as amended.

Political Activities: Any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or any voter registration activity.

## **20.0 AUDITS**

### **20.1 Audit Requirement**

Each Contractor shall cause all funds expended under this Contract to be audited annually. The audit shall be arranged by and paid for by the Contractor. Audits shall be performed in accordance with generally accepted auditing standards, including the standards published by the General Accounting Office, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions." Audit procedures shall conform to 2 CFR Part 300 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). In addition, the Agency may request more frequent audits or examinations of financial records of the recipient in order to insure adequate financial controls are in place and operating.

### **20.2 Audit Procurement**

Procurement of audit services shall be conducted under the standards of procurement applicable to the Contractor in accordance with 2 CFR Part 300 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). The bid procedure shall be conducted at least once every five (5) years.

### **20.3 Audit Report Due Dates**

The Contractor must comply with the audit due date and submittal requirements in 2 CFR Part 300 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

### **20.4 Questioned Costs**

All questioned costs are payable to the Agency 30 calendar days after Contractor's receipt of the Agency request for repayment unless written exception is granted during the 30 calendar day period. Where additional examination is required to resolve questioned costs, an extension of the deadline for repayment of questioned costs may be granted by the Agency. Questioned costs cannot be repaid with federal or state appropriated funds.

### **20.5 Line Item Cost Category Breakout**

Audit reports shall be required to breakout budget line item cost data, by contract, in accordance with the approved contract budget.

### **20.6 Other Audits or Reviews**

Contractors shall inform the Agency of any program or financial audits or reviews performed by or on behalf of any federal, state, local, or other governmental unit that concern or involve Agency programs or staff providing services under any Agency program, and shall provide copies of the findings or results of such audits or reviews to the Agency within 30 calendar days of receiving such findings or results. Contractors shall provide the Agency with copies of any plans or documents that they create to

address any findings or issues identified in such audits or reviews within 10 calendar days of submitting such plans or documents.

### **21.0 REVIEW OF WORK**

The Agency shall have the right to review and observe, at any time, completed work or work in progress on this Contract.

### **22.0 PERSONNEL**

The Contractor represents that it has, or will, secure all personnel required to perform the work and services under this Contract. The Contractor also agrees that it is Contractor's responsibility to ensure all personnel engaged in the work and services under this Contract shall be fully qualified.

### **23.0 CLIENT CONFIDENTIALITY**

The Contractor shall comply with the Iowa Department of Health and Human Services' policy on confidentiality of individual client records.

### **24.0 CLIENT APPEAL AND HEARING PROCEDURE**

The Contractor must implement a client appeal and hearing procedure concerning CSBG program client complaints. The procedure shall be used for all clients wanting to file a complaint for the work, benefits, and/or services provided by the Contractor and funded solely by the CSBG. The procedure shall also be used when a program, co-funded with the Contractor's CSBG funds, does not have a program specific client appeal and hearing procedure. At a minimum, the procedure must allow for the following:

- A client appeal request to the Contractor
- Determination by the Contractor concerning the appeal
- A client request for a state hearing
- Determination by the Agency or administrative law judge concerning the state hearing

For programs that do not have a specific client appeal and hearing procedure and are not funded or co-funded with the Contractor's CSBG funds, the Contractor must use this procedure to address client complaints.

### **25.0 PATENT AND COPYRIGHT**

Materials or items produced in whole or in part under this Contract shall not be patented or copyrighted by the Contractor.

### **26.0 AMENDMENTS TO GENERAL TERMS AND TO CONTINGENT TERMS**

The General Terms are hereby modified as follows:

- 1) 2.1 Definitions "Equipment": After the first sentence, add: "These items shall also follow the definition as provided in 2 CFR Part 300 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), which includes information regarding technology systems.

- 2) Section 2.7.1. Insurance Requirements: Delete from the first sentence "at the Contractor's expense"

The Contingent Terms are hereby modified as follows:

- 1) Section 3.4 Certification Regarding Iowa Code Chapter 8F: Add new Section 3.4.4 The recipient entity will meet the requirement to provide a copy of the Internal Revenue Service Form 990 for all fiscal years in which service contract revenue are reported by maintaining for Agency inspection copies of the 990 Forms."

**27.0** (intentionally omitted)

## **28.0 ADDITIONAL TERMS AND CONDITIONS**

### **28.1 Religious Activities**

CSBG funding shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. (2 CFR Part 300 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards))

### **28.2 Lobbying Activities**

CSBG funding may not be used by the Contractor or any subcontractor to support lobbying activities to influence proposed or pending federal or state legislation or appropriations. This prohibition is related to the use of federal grant funds and is not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of government, through the use of other resources. (2 CFR Part 300 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards))

**28.3** (intentionally omitted)

### **28.4 Trafficking Victims Protection Act**

This Contract is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). The Contractor certifies, by signing and submitting this Contract, acceptance of these requirements.

### **28.5 Debarment and Suspension**

The Contractor may not participate in this Contract in any capacity or be a recipient of federal funds designated for this Contract if the Contractor has been debarred or suspended or otherwise found to be ineligible for participation in federal assistance programs or activities. (Executive Orders 12549 and 12689, and 2 CFR Part 300 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards))

### **28.6 Memberships, Subscriptions, and Professional Activities**

CSBG program funds used to pay for costs of the Contractor's membership in an organization, or a subscription to an organization, cannot be used by the organization to fund political activities and/or lobbying activities.

In accordance with 2 CFR Part 300 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), the Contractor is

allowed to use CSBG program funds for the costs of the Contractor's membership in any civic or community organization. The Contractor must receive prior approval from the Agency if the costs of membership in a civic or community organization have annual membership fees over \$250.

Contractors using CSBG program funds to pay for the costs of the Contractor's membership in any civic or community organization must maintain the membership documentation for Agency inspection.

#### **28.7 Petition for Representation**

The Contractor is required to have procedures under which a low-income individual, community organization, or religious organization, or representative of low-income individuals that considers its organization, or low-income individuals, to be inadequately represented on the governing board of the Contractor to petition for adequate representation.

#### **28.8 Cost-Sharing or Matching**

CSBG funding shall not be used to match the cost-sharing or matching requirements of another federally-funded program, or charged as a cost to such a program, with the following exceptions:

- CSBG program funds may be used by the Contractor to meet matching requirements for Department of Housing and Urban Development McKinney-Vento Homeless Assistance programs (CSBG Information Memorandum, Transmittal #135).
- CSBG program funds may be used by the Contractor to meet the cost sharing requirements for the Corporation for National and Community Services Americorps program (CSBG Information Memorandum, Transmittal #139).

#### **28.9 Low-Income Home Energy Assistance Program (LIHEAP) Planning and Administration Costs**

CSBG program funds may not be used for LIHEAP planning and administration costs. CSBG program funds may be used to pay for LIHEAP costs associated with administering Assurance 16 activities (LIHEAP Statute, Section 2605(b) (16)) or LIHEAP program support activities.

#### **28.10 Results Oriented Management and Accountability (ROMA) System**

The Contractor is required to participate in the ROMA system established by the Agency. ROMA system policies, procedures, and directives will be provided by the Agency.

#### **28.11 CSBG Organizational Standards**

The Contractor is required to meet the 58 CSBG organizational standards for private, nonprofit CSBG eligible entities, developed by the CSBG Organizational Standards Center of Excellence. The 58 CSBG organizational standards are provided in CSBG Information Memorandum, Transmittal No. 138, State Establishment of Organizational Standards for CSBG Eligible Entities under 678B of the CSBG Act.

CSBG organizational standards policies, procedures, and directives will be provided by the Agency.

#### **28.12 Same-Sex Marriage Provisions**

Any CSBG program activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, the Contractor must treat same-sex spouse, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively.

#### **28.13 Grants Terminated for Cause**

The Contractor is required to notify the Agency within 30 calendar days after receiving notice of programs having federal, state, or local grants terminated for cause.

#### **28.14 Incentive and Other Special Pay**

CSBG program funds may be used for incentive pay or other additional compensation to employees with prior approval from the Agency. Any such special pay shall be explicitly agreed to by the Agency and shall be accompanied by a written justification for the special pay, the Contractor's special pay policies, and the exact additional compensation to be paid.

Special pay policies shall conform to 2 CFR Part 300 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

#### **28.15 Equipment Purchasing, Leasing, and Disposition – Prior Approval**

Prior approval from the Agency is required before a Contractor may purchase or lease any equipment (including vehicles) that involves \$10,000 or more (per calendar year) of CSBG program funds. Prior approval is also required before transferring vehicles or equipment to the CSBG program. Contractors must request approval from the Agency prior to disposing of equipment or vehicles purchased with CSBG funds or assigned to the CSBG program.

#### **28.16 Legislative Changes**

The Contractor expressly acknowledges that the contracted Deliverables are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the project, the Contractor shall not hold the Agency liable in any manner for the resulting changes. The Agency shall use best efforts to provide thirty (30) days' written notice to the Contractor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair the Agency's right to terminate the Contract pursuant to the termination provisions.

#### **28.17 Non-Supplanting Requirement**

Non-Supplanting Requirement. To the extent required by state or federal law, federal and state funds made available under this Contract shall be used to supplement and increase the level of state, local and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local and other non-federal funds.

### **29.0 CONTRACT BUDGET**

The Contractor's application budget is included as Attachment A. The total of all payments to the Contractor by the Agency for all services required under this Contract shall not exceed the maximum value of the contract, as specified on the Contract Declarations & Execution page, unless modified by written amendment of this Contract or by written notice of a funding change by the Agency.