COMMUNITY ACTION AGENCY CSBG SUBAWARD AGREEMENT

This is a Subaward

This is Not a Research & Development Award

Community Services Block Grant

CFDA No.: 93.569

**100% Federal Funding**

**Department of Health and Human Services
Administration for Children and Families**

**[CAA] received an award in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_from IHCDA**

**FAIN:**

**Federal Award Date:**

**Activity Description**: **Activities to ameliorate poverty**

This Community Action Agency CSBG Subaward Agreement (this “Agreement”), entered into by and between the [CAA] (hereinafter referred to as “CAA”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as “Sub-recipient”) having a **DUNS #** of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

# PURPOSE

The purpose of this Agreement is to provide funding to Sub-recipient so that Sub-recipient may \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to ameliorate the causes of poverty in the service area within the State of Indiana that includes the following counties:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Funding for this Agreement is provided by the United States Department of Health and Human Services (“HHS”) through the Community Services Block Grant (“CSBG”) Program (42 U.S.C. § 9901 et seq.).

# GENERAL TERMS

1. This Agreement shall become effective on **January 1, 2020** and shall remain in effect through **September 30, 2021** (“Expiration Date”)**.**
2. Sub-recipient must make every effort to expend the Total Grant Amount by the Expiration Date.
3. Sub-recipient shall be reimbursed by CAA for allowable costs incurred by Sub-recipient in accordance with this Agreement, the Office of Community Services, Division of State Assistance CSBG Information Memo #37 , and the financial summary included herewith as **ATTACHMENT A**, for the effective dates specified in ATTACHMENT A.
4. Sub-recipient agrees to comply with all statements, assurances, and provisions set forth in any proposal, program narrative, plan, budget, or other document submitted by Sub-recipient and approved by CAA for the purpose of obtaining funding through this Agreement.
5. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Agreement, (2) attachments to this Agreement prepared by the CAA, and (3) Sub-recipient’s documents or budgets submitted and approved by CAA for the purpose of obtaining funding through this Agreement.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect.
7. Sub-recipient must request and receive approval from CAA for any subcontracts awarded pursuant to this Agreement in an amount greater than Twenty-Five Thousand Dollars ($25,000.00). Sub-recipient shall require any subcontractor to comply with the provisions set forth in this Agreement. Further, Sub-recipient shall remain responsible to CAA for the performance of part or all of this Agreement by any subcontractor, and shall monitor the performance of any subcontractor. Sub-recipient agrees to enter into written agreements with all subcontractors and to provide copies of all subcontracting agreements to CAA upon request. Sub-recipient further agrees to notify CAA of a breach of any of the provisions in this Agreement by a subcontractor and to discontinue any agreement with the specified subcontractor in the event of such a breach.
8. Sub-recipient must request and receive prior written approval from CAA for capital expenditures for equipment that has a per unit cost of $5,000 or more unless current market value of equipment has fallen below $5,000.

# SPECIFIC TERMS

1. In conducting activities pursuant to this Agreement, Sub-recipient specifically agrees to and certifies that it will comply with applicable provisions of 42 U.S.C. § 9901 et seq., and 45 C.F.R. Part 96; the administrative requirements specified in subparts A, D, E and F of 45 CFR 75; and all other applicable federal, state, and local laws, rules, regulations, administrative procedures, guides, manuals, program rules, regulations, and definitions, and any amendments thereto, in performing its obligations under this Agreement.
2. In providing services or conducting activities with funds provided through this Agreement, Sub-recipient agrees to abide by the applicable certifications required by HHS identified in 42 U.S.C. § 9908(b).
3. Sub-recipient acknowledges and agrees that it may not use any funds provided through this Agreement for 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, without the express written consent of the CAA.
4. In making any procurement or entering into any contract that requires the expenditure of funds provided pursuant to this Agreement, Sub-recipient shall adhere to the 45 CFR 75.327 -75.335 and CAA policies regarding procurement.

# ADMINISTRATION OF FUNDS

1. Funding shall be paid to Sub-recipient as a reimbursement for authorized expenses incurred pursuant to this Agreement and in accordance with the fiscal policies and procedures of CAA. Sub-recipient must maintain and implement written procedures to minimize the time elapsing between the transfer of funds to Sub-recipient and Sub-recipient’s issuance or redemption of checks, warrants, or payments by other means for program purposes.
2. The parties agree that CAA’s payment through this Agreement is subject to and conditioned upon the availability of funds. If funds are reduced during the term of this Agreement, CAA is under no obligation to make payment hereunder, except to the extent that funds are available.
3. Sub-recipient shall maintain financial and accounting records which identify costs attributable to each ACTIVITY DESCRIPTION specified in ATTACHMENT A. Sub-recipient shall further maintain annual, written cost methodologies, which identify procedures for attributing costs to each ACTIVITY DESCRIPTION. More restrictive fiscal accountability may be required of Sub-recipient by CAA should CAA determine that Sub-recipient is financially unstable, has a history of poor accountability, or has a management system which does not meet the standards required by CAA or the United States Government.
4. All payments shall be made in arrears in conformance with CAA fiscal policies and procedures.
5. Sub-recipient shall maintain the funds received from CAA pursuant to this Agreement in an identifiable bookkeeping account and shall use the funds solely for the purposes set forth in this Agreement, in accordance with the terms of this Agreement and ATTACHMENT A.
6. Sub-recipient shall maintain the funds received from CAA pursuant to this Agreement in an identifiable bookkeeping account and shall use the funds solely for the purposes set forth in this Agreement, in accordance with the terms of this Agreement and ATTACHMENT A.
7. Sub-recipient agrees to follow generally accepted accounting procedures and practices which sufficiently and properly reflect all costs incurred by Sub-recipient pursuant to this Agreement. Sub-recipient shall manage all funds received through this Agreement in accordance with the applicable cost principles described in subpart E of 45 CFR 75.
8. Sub-recipient shall submit to CAA, at least monthly, properly completed claims for reimbursement of costs incurred by Sub-recipient under this Agreement. Claims must include the appropriate documentation so that the Sub-recipient may be reimbursed for costs incurred by Sub-recipient pursuant to this Agreement.
9. No costs may be incurred against this Agreement by Sub-recipient before or after the effective dates specified on ATTACHMENT A. Claims should be submitted to CAA within forty-five (45) calendar days after the date costs are incurred. All final claims and reports must be submitted to CAA within forty-five (45) calendar days after the expiration of the effective dates specified on ATTACHMENT A or the termination of this Agreement, or CAA may deny payment.
10. Sub-recipient shall liquidate all outstanding obligations properly incurred during the term of this Agreement no later than forty-five (45) calendar days after the expiration of the effective dates specified in ATTACHMENT A, or termination of this Agreement.
11. Sub-recipient shall, upon written demand by CAA, be required to repay CAA all sums paid by CAA to Sub-recipient for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit or review of Sub-recipient results in an audit exception or cost disallowance, CAA shall have the right to set off such amount against current or future allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount.
12. CAA may withhold payment to Sub-recipient if a claim submitted by Sub-recipient is inaccurate or if Sub-recipient has not complied with the claim preparation instructions issued by CAA. CAA will notify Sub-recipient of any error in the claims submitted so Sub-recipient may make the corrections or revisions necessary for payment.
13. Sub-recipient agrees that its costs shall be reported in conformance with Office of Community Services, Division of State Assistance CSBG Information Memo #37 and CAA Program Guidance on Cost Allowability, regarding the definition and allowability of direct and administrative costs.

# INDIRECT COST RATE OR COST ALLOCATION PLAN

According to 45 CFR 75.414(f), if the Sub-recipient has never received a negotiated indirect cost rate, it may elect to charge a deminimis rate of 10% of modified total direct costs (MTDC). As described in 45 CFR 75.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If an indirect cost plan is chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Sub-recipient chooses to negotiate for a rate, which the Sub-recipient may apply to do at any time.

A proposal to establish a cost allocation plan or an indirect (F&A) cost rate, must be certified by the Sub-recipient using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in appendices II through VII, and appendix IX to 45 CFR 75. The certificate must be signed on behalf of the Sub-recipient by an individual at a level no lower than vice president or chief financial officer of the Sub-recipient that submits the proposal.

# INELIGIBLE EXPENSES

The Sub-recipient shall promptly repay, out of non-federal resources, CAA for any funds, under this Agreement, that it utilizes for expenses that are deemed “ineligible” or “unallowable” by any of the following: CAA, HHS, 45 CFR 75, any audit, or the Program Manual.

# AUDITS, RECORDS, REPORTS, AND INSPECTIONS

1. Audits. If Sub-recipient expends $750,000 or more in federal awards during the Sub-recipient’s fiscal year it must submit its single audit to CAA within the earlier of thirty (30) days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period.

If the Sub-recipient expends less than $750,000 in federal awards it must submit its audited financial statements or 990 (IRS Form 990, Return of Organization Exempt From Income Tax) to CAA within the earlier of thirty (30) days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period.

1. Any auditor performing a single or program specific audit for the Sub-recipient must comply with 45 CFR 75.501.
2. Sanctions: If Sub-recipient does not adhere to the policies referenced in subparagraphs A and B of this section, at CAA’s sole discretion, it may take appropriate action using sanctions such as:

(1) Withholding a percentage of this funding until the audit is completed satisfactorily;

(2) Withholding or disallowing claims;

(3) Suspending all funding from any CAA awards until the audit is conducted; or

(4) Terminating this Agreement.

1. Sub-recipient shall maintain those books, records, and documents, including, but not limited to, payroll records, banking records, accounting records, and purchase orders, which are sufficient to document Sub-recipient’s financial activities and Sub-recipient’s claims for reimbursement under this Agreement. Further, Sub-recipient shall establish, maintain, and provide to CAA such other statistical reports and program reports as are required by the laws, regulations, and policies of CAA or the United States Government, including any close-out reports required by CAA.
2. The parties agree that prompt compliance by Sub-recipient with a request by CAA to submit program and financial documentation is critical to this Agreement and that a failure of Sub-recipient to comply with any such request could result in immediate suspension of payments hereunder or termination of this Agreement by CAA.
3. Sub-recipient shall maintain all records relative hereto during the effective dates of this Agreement and for a period of three (3) years from the date Sub-recipient submits to CAA its final financial status report pursuant to this Agreement, or one year from the resolution of any outstanding administrative, program or fiscal audit question, negotiation, claim, audit, litigation or other action, whichever is later. The retention period for records relating to any equipment authorized to be purchased through this Agreement begins on the date of the disposition, replacement, or transfer of such equipment. The obligations set forth in this subparagraph shall survive the termination or expiration of this Agreement.
4. Sub-recipient shall not dispose of, replace, or transfer any equipment authorized to be purchased with funding obtained through this Agreement without the express written approval of CAA, unless current market value of equipment has fallen below $5,000.
5. The parties agree that CAA and the United States Government shall have the right to enter the premises of Sub-recipient or any subcontractor of Sub-recipient and inspect or audit any records and property maintained by Sub-recipient or its subcontractors in connection with this Agreement. Sub-recipient and its subcontractors shall make all books, records, and documents that relate to their activities under this Agreement available for inspection, review, and audit when requested by authorized representatives of CAA or the United States Government. The obligations set forth in this subparagraph shall survive the termination or expiration of this Agreement.
6. Sub-recipient shall ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit, or inspection conducted by authorized representatives of CAA or the United States Government.
7. Sub-recipient agrees that CAA has the right to make recommendations and findings in connection with any program or fiscal audit of Sub-recipient’s operations related to this Agreement, and Sub-recipient agrees to comply with any corrective actions specified by CAA, within the time limits established by CAA.
8. Following any CAA monitoring visit to Sub-recipient, CAA will provide a written report to Sub-recipient. CAA’s report may contain observations, evaluations, suggestions and/or specific directions for corrective action by Sub-recipient. In the event that specific corrective action is required, Sub-recipient will have thirty (30) days from the receipt of the directions to comply, unless a different time period for correction is specified by CAA. A failure of Sub-recipient to comply with CAA’s specific directions will be treated as a breach of this Agreement. In the case of a dispute, CAA and Sub-recipient will meet at the earliest convenience to resolve the issue in question.
9. Sub-recipient shall, on an annual basis, compile a schedule of all inventory, capital equipment, and any unusable property in Sub-recipient’s possession purchased with federal or state funds through this Agreement. The schedule shall be maintained at Sub-recipient’s office(s) and provided to CAA upon request. The schedule shall include:

1. A brief description of the property;

2. A manufacturer’s serial number, model number, federal stock number, national stock number, or other identification number of the property;

3. The source of the property, including the award number;

4. Whether title vests in the Sub-recipient or the federal government;

5. The acquisition date (or date received, if the equipment was furnished by the federal government) and cost of the property;

6. Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);

7. The location and condition of the property and date the information was reported;

8. Unit acquisition cost; and

9. Any ultimate disposition data including the date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the federal awarding agency for its share.

1. Sub-recipient shall submit all relevant depreciation schedules applicable to the audit period at the time Sub-recipient submits its independent audit report.
2. Sub-recipient further agrees to comply with any additional requirements that CAA may deem necessary with respect to the management and distribution of equipment purchased pursuant to this Agreement.

# MODIFICATION

1. The parties agree that due to the uncertain availability of state and/or federally allocated funds, the TOTAL GRANT AMOUNT and the award for any effective dates specified in ATTACHMENT A of this Agreement may be unilaterally decreased by CAA immediately upon Sub-recipient’s receipt of written notice. Notice shall be delivered to Sub-recipient at the address specified in ATTACHMENT A, by certified or overnight mail.
2. Sub-recipient shall notify CAA within ten (10) days of any termination of activities reimbursable pursuant to this Agreement. In the event of such termination, CAA may reduce the funding to Sub-recipient set forth in ATTACHMENT A in accordance with the procedures specified in subparagraph C of this section.
3. CAA may conduct periodic reviews of the utilization of funds provided by CAA pursuant to this Agreement. After such a review, CAA may decide to reduce the funding available to Sub-recipient.
4. Should CAA or Sub-recipient determine that budgeted amounts for any ACTIVITY DESCRIPTION contained in ATTACHMENT A, require modification, such changes may not require the execution of a formal amendment, but may be accomplished by written notice from CAA to Sub-recipient, so long as the changes do not increase the TOTAL GRANT AMOUNT specified in ATTACHMENT A.
5. Notwithstanding any other provision of this Agreement, the parties acknowledge that this contract is subject to modification by mutual Agreement of the parties. Such modifications, if any, shall be set forth in writing and shall become a part of this Agreement. Such modifications shall also be subject to review upon any subsequent renewal of this Agreement; however, nothing in this Agreement shall be construed as a commitment to execute future Agreements with Sub-recipient or to extend this Agreement in any way.
6. This Agreement may be suspended and/or terminated immediately if CAA determines that Sub-recipient has committed fraud or has mis-used or misappropriated funds received under this Agreement or another agreement between Sub-recipient and the CAA. In this event CAA may de-obligate and/or re-distribute all or any portion of this award to another Sub-recipient. The obligations set forth in this subparagraph shall survive the expiration or termination of this Agreement.

# SUSPENSION AND TERMINATION

1. This Agreement may be terminated, in whole or in part, by the CAA whenever, for any reason, the CAA determines that such termination is in the best interest of the CAA. Termination shall be effected by delivery to the Sub-recipient of a Termination Notice, specifying the extent to which such termination becomes effective. The Sub-recipient shall be compensated for completion of the services or activities properly performed prior to the effective date of termination. The CAA will not be liable for activities or services performed after the effective date of termination.
2. If either party has failed to comply with the terms of this Agreement, the other party may, upon written notice to the party in breach, suspend services or payment in whole or in part or terminate this Agreement. The notice of suspension or termination shall state the reasons for the suspension or termination, any corrective action required of the party in breach, and the effective date.
3. If CAA determines that any breach of this Agreement by Sub-recipient endangers the life, health, or safety of its employees or agents, or applicants for or recipients of services under this Agreement, CAA may terminate this Agreement by orally notifying Sub-recipient of the termination, followed by the mailing of written notification thereof within three (3) business days specifying the reasons for the termination. Termination pursuant to this paragraph shall become effective at the time of the oral notification.
4. When the Executive Director of the CAA makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Agreement shall be canceled. Such determination by the Executive Director that funds are not appropriated or otherwise available shall be final and conclusive.
5. Sub-recipient agrees that CAA may terminate this Agreement if Sub-recipient ceases doing business for any reason. CAA will notify Sub-recipient of the termination, in writing, by certified or overnight mail. The termination shall be effective from the date Sub-recipient ceases doing business.
6. The parties acknowledge and agree that this Agreement may be terminated immediately by either party should the other party attempt to assign, transfer, convey, or encumber this Agreement in any way. Any notice of termination pursuant to this paragraph shall be provided in writing to the other party, by certified or overnight mail.
7. Sub-recipient shall provide written notice to CAA of any change in Sub-recipient’s address, legal name or legal status including, but not limited to, a sale or dissolution of Sub-recipient’s business. CAA reserves the right to terminate this Agreement should Sub-recipient’s legal status change in any way. Termination pursuant to this paragraph shall be effective from the date of the change in Sub-recipient’s legal status.
8. Sub-recipient acknowledges and agrees that due to programmatic changes required in the Community Services Block Grant Program by IHCDA and/or HHS, CAA may terminate this Agreement at the end of the effective dates specified in ATTACHMENT A upon sixty (60) days written notice to Sub-recipient specifying the reasons for termination.
9. If this Agreement is terminated pursuant to any paragraph in this section, Sub-recipient shall remit to CAA, within sixty (60) days of such termination, any unexpended funds and such other payments received by Sub-recipient determined to be due IHCDA. The action of CAA in accepting any such amount shall not constitute a waiver of any claim that CAA may otherwise have arising out of this Agreement.
10. Upon expiration of the effective dates specified in ATTACHMENT A, or termination of this Agreement, CAA may require that all documents including, but not limited to, client files, data, studies, and reports prepared by Sub-recipient pursuant to this Agreement, and all property purchased by Sub-recipient with state or federal funds under this Agreement, be delivered to CAA. CAA may require the transfer of records or property to its own offices or to a designated successor.
11. CAA shall provide a full and detailed accounting of any property or records taken from Sub-recipient and shall make any records available to Sub-recipient as necessary for subsequent audit. CAA and Sub-recipient may negotiate amounts of reimbursement related to Sub-recipient’s expenses for a period of closeout. In no event, however, shall CAA reimburse Sub-recipient an amount exceeding the TOTAL GRANT AMOUNT for any applicable effective date period set forth in ATTACHMENT A of this Agreement.
12. If this Agreement is terminated for any reason CAA shall only be liable for payment for services properly provided prior to the date of termination. CAA shall not be liable for any costs incurred by Sub-recipient in reliance upon this Agreement subsequent to the effective date of termination.
13. This Agreement may be suspended and/or terminated immediately if CAA determines that Sub-recipient has committed fraud or has misused or misappropriated funds received under this Agreement or another agreement between Sub-recipient and the CAA. In this event CAA may de-obligate all or any portion of this award. The obligations set forth in this subparagraph shall survive the expiration or termination of this Agreement.
14. **CONFIDENTIALITY**

The parties agree that all information, including but not limited to client information, received by Sub-recipient or its subcontractors in administering the terms and provisions of this Agreement shall be received and maintained in a confidential manner commensurate with the conditions set forth in this Agreement and the requirements of all applicable state or federal laws, rules, and regulations, including, but not limited to, the release of Social Security number provisions in IC § 4-1-10 and the notice of security breach provision in IC § 4-1-11.

# INDEMNIFICATION

The Sub-recipient agrees to indemnify, defend, and hold harmless CAA, its agents, officials, and employees from all claims and suits including court costs, attorney’s fees, and other expenses arising from or connected with any act or omission of the Sub-recipient and/or its subcontractors, if any, in the performance of this Agreement. Sub-recipient shall require any subcontractor to indemnify Sub-recipient, CAA, and IHCDA.

# INDEPENDENT CONTRACTOR

# The Sub-recipient is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Except as provided in Section 11, neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. Sub-recipient shall provide all necessary unemployment and workers’ compensation insurance for the Sub-recipient’s employees and shall provide CAA with a Certificate of Insurance evidencing such coverage upon request.

# INSURANCE AND BONDING

1. Sub-recipient agrees to provide general liability insurance coverage relative hereto in the minimum amount of $500,000 for bodily injury and property damage. Sub-recipient shall also secure insurance in amounts sufficient to reimburse Sub-recipient for damage to any property purchased with state or federal funds.
2. If Sub-recipient is a department or division of the State of Indiana, or of a county, municipal, or local government, the foregoing insurance coverages shall not be required; however, Sub-recipient may elect to provide such coverages.
3. Sub-recipient agrees to provide Workers’ Compensation and Unemployment Compensation as required by law.
4. Sub-recipient must provide CAA with Certificates of Insurance that illustrate the types of coverage, limits of liability, and expiration dates of Sub-recipient’s policies.
5. Sub-recipient shall provide a bond or insurance coverage for all persons who will be handling funds or property received or disbursed as a result of this Agreement, or who may carry out the duties specified in this Agreement, in an amount equal to one-half of the total annual funding provided to Sub-recipient through CAA or $250,000, whichever is less, to be effective for the period of this Agreement plus three (3) years for purposes of discovery. Sub-recipient’s coverage must provide protection against losses resulting from criminal acts and wrongful and negligent performance of the duties specified herein and specify CAA as an obligee or additional insured. Sub-recipient shall immediately notify CAA if said bond or insurance is canceled or modified in amount. In the event of cancellation, CAA shall make no further disbursements until certification is provided by a bonding or insurance company that the provisions set forth in this section have been satisfied. In the event such verification is not received by CAA within ten (10) days of the notice of cancellation, Sub-recipient agrees to return to CAA the balance of all monies paid to Sub-recipient by CAA under this Agreement.

# FEES

Sub-recipient and its subcontractors shall impose no fees upon the recipients of any services provided through this Agreement except as explicitly authorized in writing by CAA.

# LICENSING STANDARDS

Sub-recipient agrees to comply, and assures that its employees and subcontractors will comply, with all applicable licensing standards, accrediting standards, and any other standards or criteria which any governmental entity requires of Sub-recipient or its subcontractors to deliver services pursuant to this Agreement. CAA shall not be required to reimburse Sub-recipient for any services performed when Sub-recipient or its employees or subcontractors are not in compliance with applicable licensing, certifying, or accrediting standards. If licensure, certification, or accreditation expires or is revoked, Sub-recipient agrees to notify CAA immediately thereof.

# ELIGIBILITY AND APPEALS

1. The parties agree that the eligibility of individuals who may be provided services with funding through this Agreement shall be determined in accordance with State and Federal eligibility criteria and operating procedures.
2. CAA and Sub-recipient agree to maintain procedures in accordance with State and Federal regulations to promptly address complaints and appeals between the parties, and of applicants for and recipients of services, and both parties agree to cooperate fully with the processing of any complaint or appeal.

# NON-DISCRIMINATION

1. Pursuant to Indiana Code § 22-9-1-10, Sub-recipient and its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran. Sub-recipient understands that CAA is a recipient of federal funds. Pursuant to that understanding, Sub-recipient and its subcontractors agree that if Sub-recipient employs fifty (50) or more employees and does at least $50,000 worth of business with the State of Indiana, and is not exempt, Sub-recipient will comply with the affirmative action reporting requirements of 41 C.F.R. § 60-1.7. Breach of this covenant may be regarded as a material breach of contract. CAA and the Sub-recipient shall comply with Section 202 of Executive Order 11246, as amended, 41 C.F.R. § 60-250, and 41 C.F.R. § 60-741, as amended, which are incorporated herein by specific reference.
2. Sub-recipient further agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), the Drug Abuse Prevention and Treatment Amendments of 1978 (21 U.S.C. § 1101 et seq.), the Public Health Service Act of 1944 (42 U.S.C. §§ 290dd through 290dd-2), and all other non-discrimination regulations of the United States Government to ensure that no person shall, on the grounds of race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran, be excluded from participating in or denied the benefit of Sub-recipient’s services, or otherwise be subjected to discrimination under any program or activity for which Sub-recipient or its subcontractors receive, directly or indirectly, federal or state financial assistance, and Sub-recipient agrees to immediately take measures to effectuate this provision.
3. The parties agree that any publicity release or other public reference, including media releases, informational pamphlets, etc., relative to the services provided under this Agreement, will clearly state that all services are provided without regard to race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran.

# POLITICAL ACTIVITY

Sub-recipient certifies that the funding provided by CAA through this Agreement shall not be used to further any type of political or voter activity. Sub-recipient further agrees to comply with applicable provisions of the Hatch Act (5 U.S.C. §§ 1501 - 1508 and 7324 - 7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

# COMPLIANCE WITH LAWS

1. The Sub-recipient shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by CAA and the Sub-recipient to determine whether the provisions of this Agreement require formal modification.
2. The Sub-recipient shall also comply with all applicable federal guidance including, without limitation:

Subparts A, D, E and F of 45 CFR 75.

# LOBBYING ACTIVITIES

* 1. Pursuant to 31 U.S.C. § 1352, Sub-recipient hereby certifies that no appropriated funds may be expended by the Sub-recipient to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
	2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, Sub-recipient shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying.” If Sub-recipient is required to submit Standard Form-LLL, the form and instructions for preparation of the form may be obtained from CAA.
	3. Sub-recipient shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
	4. The foregoing certification is a material representation of fact upon which reliance was or will be placed when entering into this Agreement and any transactions with CAA. Submission of this certification is a prerequisite for making or entering into any transaction as imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

# DEBARMENT AND SUSPENSION

Sub-recipient certifies, by entering into this Agreement, that neither it nor its principals, contractors, or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Sub-recipient.

# CONFLICT OF INTEREST

The Sub-recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent of Sub-recipient may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Sub-recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Sub-recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Sub-recipient.

If the Sub-recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Sub-recipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Sub-recipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

The Sub-recipient's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

# ENVIRONMENTAL TOBACCO SMOKE

Sub-recipient certifies that it will comply with applicable provisions of the Pro-Children Act of 1994 (20 U.S.C. § 6081 et seq.), which require that smoking not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of eighteen (18) years old, if the services are funded by Federal programs whether directly or through State or local governments.  Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts.  The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

The above language must be included in any subawards that contain provisions for children’s services and all subgrantees must certify compliance accordingly.  Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

# CHILDREN’S HEALTH INSURANCE PROGRAM

In conjunction with the services provided by Sub-recipient pursuant to this Agreement, Sub-recipient hereby agrees to provide information supplied by CAA to families served by Sub-recipient regarding Hoosier Healthwise, Indiana’s Children’s Health Insurance Program (CHIP), established under I.C. § 12-17.6-1-1 et seq. Further, if families served by Sub-recipient specify health care for their children as a need, Sub-recipient agrees to refer the family to the Hoosier Healthwise Helpline, 1-800-889-9949.

# BUY AMERICAN ACT

Sub-recipient acknowledges the intent of the Congress of the United States that only American-made equipment and products should be purchased with funds provided through this Agreement. Therefore, in expending the funds provided hereunder, Sub-recipient agrees to comply with 41 U.S.C. §§ 10a-10d, known as the “Buy American Act.

# AUTHORITY TO BIND

Notwithstanding anything in this Agreement to the contrary, the signatory for the Sub-recipient represents that s/he has been duly authorized to execute this Agreement on its behalf.

# SEVERABILITY

The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of the Agreement.

# REMEDIES NOT IMPAIRED

No delay or omission of the CAA in exercising any right or remedy available under this Agreement shall impair any such right or remedy or constitute a waiver of any default or any acquiescence thereto.

# WAIVER OF RIGHTS

No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

# EQUAL EMPLOYMENT OPPORTUNITY

Sub-recipient agrees to comply with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor.”

# NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS AND ACTIVITIES BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

# Sub-recipient agrees to comply with 45 CFR 86 which effectuates title IX of the Education Amendments of 1972, as amended by Pub. L. 93–568, 88 Stat. 1855 (except sections 904 and 906 of those Amendments) which is designed to eliminate (with certain exceptions) discrimination on the basis of sex in any education program or activity receiving Federal financial assistance, whether or not such program or activity is offered or sponsored by an educational institution.

# NONDISCRIMINATION ON THE BASIS OF HANDICAP IN PROGRAMS AND ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

# In accordance with 45 CFR Part 84, Sub-recipient agrees that no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program receiving funds provided through this Agreement.

# NONDISCRIMINATION ON THE BASIS OF AGE IN PROGRAMS AND ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

# In accordance with 45 CFR Part 91, Sub-recipient agrees that no person shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving funds provided through this Agreement.

# NONDISCRIMINATION UNDER PROGRAMS RECEIVING FEDERAL ASSISTANCE

# In accordance with 45 CFR Part 80, Sub-recipient agrees that no person shall; on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving funds provided through this Agreement.

# TRAFFICKING VICTIMS PROTECTION ACT OF 2000, AS AMENDED (22 U.S.C. 7104)

Sub-recipient agrees to comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended. Sub-recipient, its employees, or subrecipients under this award, and subrecipients’ employees may not do any of the following:

1. Engage in severe forms of trafficking in persons during the period of time that this award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under this award.

# FEDERAL FINANCIAL ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 (“FFATA”) REPORTING REQUIREMENTS

# FFATA reporting requirements will apply to any funding awarded by CAA under this Agreement in the amount of $25,000 or greater.  The Sub-recipient, as a sub-recipient, must provide any information needed pursuant to these requirements.  This includes entity information, the unique identifier of the Sub-recipient, the unique identifier of Sub-recipient’s parent, and relevant executive compensation data, if applicable (see subsection C below regarding executive compensation data).

1. Data Universal Numbering System (DUNS) number

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Sub-recipient shall provide CAA with a valid Dun & Bradstreet (“D&B”) Data Universal Numbering System (“DUNS”) number that identifies the Sub-recipient.  Accordingly, the Sub-recipient shall register for and obtain a DUNS number within fifteen (15) days of execution of this Agreement if it does not currently have a DUNS number.  A DUNS number may be requested from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

1. System for Award Management (SAM)

The Sub-recipient shall register in the System for Award Management (SAM), which is the primary registrant database for the U.S. Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement.  Information regarding the process to register in the SAM can be obtained at https://www.sam.gov/portal/public/SAM/.

1. Executive Compensation

The Sub-recipient shall report the names and total compensation of the five (5) most highly compensated officers of Sub-recipient in SAM if the Sub-recipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and $25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.  The Sub-recipient may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than $25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Sub-recipient shall still register and submit the other data requested.

# EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS

Sub-recipient agrees not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded pursuant to this Agreement. If Sub-recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded pursuant to this Agreement, and participation must be voluntary for recipients of services funded pursuant to this Agreement. Any religious organization that receiving funding pursuant to this Agreement will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from this Agreement to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, a faith-based organization may use space in its facilities to provide programs or services funded by this Agreement without removing religious art, icons, scriptures, or other religious symbols. In addition, a religious organization that receives funding pursuant to this Agreement retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. Sub-recipient, in providing services under this Agreement, shall not discriminate against a recipient of services or a prospective recipient of services on the basis of religion or religious belief.

# MEANINGFUL ACCESS TO LIMITED ENGLISH PROFICIENT PERSONS

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English (“limited English proficient persons” or “LEP”) may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter. In accordance with Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulations, the Sub-recipient agrees to take reasonable steps to ensure meaningful access to activities for LEP persons. Any of the following actions could constitute “reasonable steps”, depending on the circumstances: acquiring translators to translate vital documents, advertisements, or notices, acquiring interpreters for face to face interviews with LEP persons, placing advertisements and notices in newspapers that serve LEP persons, partnering with other organizations that serve LEP populations to provide interpretation, translation, or dissemination of information regarding the project, hiring bilingual employees or volunteers for outreach and intake activities, contracting with a telephone line interpreter service, etc.

# FEDERAL PARTICIPATION

Pursuant to Pub. L. 103-333, 108 Stat. 2573, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the activities funded through this Agreement, Sub-recipient shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with federal funds;

2. The dollar amount of federal funds for the project or program; and

3. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

# QUALIFIED ALIENS

Qualified Aliens (“as defined below”) are eligible to receive services pursuant to this Agreement. The following persons are considered “Qualified Aliens”:

1. Legal Permanent Residents
2. Asylees
3. Refugees
4. Aliens paroled into the U.S. for at least one year
5. Aliens whose deportations are being withheld
6. Aliens granted conditional entry (prior to April 1, 1980)
7. Battered alien spouses, battered alien children,
8. the alien parents of battered children, and alien children of battered parents who fit certain criteria
9. Cuban/Haitian entrants; and
10. Victims of a severe form of trafficking

Qualified Aliens must be documented in accordance with the procedures set forth in Section 301 of the Indiana Low Income Home Energy Assistance Program Operations Manual, located on IHCDA’s Partner Website.

# ADDITIONAL FEDERAL REQUIREMENTS

The Sub-recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (For contracts, subcontracts, and subgrants of amounts in excess of $100,000).

# COPYRIGHTS

CAA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use:

(a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and

(b) Any rights of copyright to which a Sub-recipient, Sub-recipient or a contractor purchases ownership with grant support.

# INTERNAL CONTROLS

The Sub-recipient must:

1. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government,” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
2. Comply with Federal statutes, regulations, and the terms and conditions of this award.
3. Evaluate and monitor the Sub-recipient’s entity's compliance with statutes, regulations and the terms and conditions of this award.
4. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
5. Take reasonable measures to safeguard protected personally identifiable information and other information the HHS awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

# CONFLICT OF INTEREST DISCLOSURE

The Sub-recipient must disclose in writing any potential conflict of interest to CAA.

# MANDATORY DISCLOSURE

The Sub-recipient must disclose, in a timely manner, in writing to CAA all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The Sub-recipient’s failure to make these disclosures may subject to the Sub-recipient to remedies of non-compliance set forth in 45 CFR 75.371.

# CLOSEOUT

1. The Sub-recipient must submit, no later than the Closeout Date described in Attachment A, all financial, performance information and other information as required by the terms and conditions this Agreement and the closeout form.
2. The closeout of a Federal award does not affect any of the following:
3. The right of CAA to disallow costs and recover funds on the basis of a later audit or other review.
4. The obligation of the Sub-recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
5. Audit requirements in subpart F of 45 CFR 75.
6. Property management and disposition requirements in 45 CFR 75.317 through 75.323.
7. Records retention as required in 45 CFR 75.361 through 75.365.

# SUB-RECIPIENT AFFIRMATION CLAUSE

The signatory for Sub-recipient hereby affirms, under the penalty of perjury, that Sub-recipient has not altered, modified, or changed any section, paragraph, or clause of this document, in the form transmitted by CAA to Sub-recipient for signature, without prior written approval of CAA.

# Third-Party Beneficiary:

Nothing in this Agreement shall be construed as creating any rights for any third-party beneficiaries to enforce any provision of this Agreement or to assert any claim against the Tenant, or the this Agreement, except for IHCDA. For the purposes of this Agreement, the Indiana Housing and Community Development Authority shall be an express third-party beneficiary hereof and may enforce the provisions hereof as if it were a party hereto.

**In Witness Whereof**, Sub-recipient and the CAA have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

**«Legal\_Name»**

(Where Applicable)

By: Attested By:

Printed Name:«Contact\_CEO» «Contact\_Last\_Name»

Title: «Contact\_CEO\_Title»

Date:

**CAA:**

By:

Printed Name:

Title:

Date:

COMMUNITY ACTION AGENCY CSBG SUBAWARD AGREEMENT

ATTACHMENT A

**Financial Summary**

**December 13, 2019**

**Agency’s Legal Name: «Legal\_Name»**

**Agency’s Mailing Address: «Contact\_Address1»**

**«Contact\_Address2»«Contact\_City»,**

 **«Contact\_State» «Contact\_ZIP»**

**E-mail**

**Agency Grant Contact: «Contact\_CEO» «Contact\_Last\_Name»**

**Funding Program:** CSBG 2020

**Statutory Information:** 42 U.S.C. § 9901 et. seq

**CFDA Number:** 93.569

**CAA Grant Number: «CS\_Award\_No\_»**

**Performance Period:**

**Close out Date**

**CAA Grant Contact:**

**CAA Phone and Email:**

**CAA Awarding Official: \_\_\_\_\_\_\_\_\_\_\_**, Executive Director, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, IN, e-mail\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **Activity Description** | **Amount** |
| .1 Administration  | Actual Costs |
| .2 Direct Program Costs | Actual Costs |
| **TOTAL GRANT AMOUNT** **(Amount awarded and obligated under this Agreement)** | **«Original\_2»** |