



REQUEST FOR QUALIFICATIONS

For:

LOCAL SUBCONTRACTING AGENCY

**HOUSING CHOICE VOUCHER PROGRAM
ADMINISTRATION**

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

30 South Meridian Street, Suite 900

Indianapolis, IN 46204

<http://www.in.gov/ihcda/>

317-232-7777

ISSUE DATE: September 2, 2025

RESPONSE DEADLINE: October 2, 2025

TABLE OF CONTENTS

PART 1 SCOPE OF THIS REQUEST

- 1. PURPOSE OF THIS REQUEST FOR QUALIFICATIONS (RFQ)**
- 2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**
- 3. SCOPE OF SERVICES**
- 4. RFQ TIMELINE**

PART 2 RFQ PROCESS

- 1. SELECTION PROCESS**
- 2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT**
- 3. QUALIFICATIONS EVALUATION CRITERIA**
- 4. RESPONSIBLE RESPONDENT REQUIREMENTS**
- 5. RFQ SUBMISSION ITEMS**
- 6. FORMAT FOR SUBMISSION, MAILING INSTRUCTIONS, AND DUE DATE**

PART 3 TERMS AND CONDITIONS

- 1. STATE POLICIES**
- 2. FEDERAL REQUIREMENTS**
- 3. RFQ TERMS AND CONDITIONS**
- 4. QUALIFICATIONS COVER SHEET**
- 5. CERTIFICATION OF RESPONDENT**

PART 1

SCOPE OF THIS REQUEST

1. PURPOSE OF THIS REQUEST FOR PROPOSALS (“RFQ”)

The purpose of this Agreement is to procure the services of agencies that are qualified to administer the Housing Choice Voucher Program (hereinafter “HCVP”) for the service areas identified in Exhibit A of this RFQ. Funding for this Agreement is provided by the United States Department of Housing and Urban Development (“HUD”) pursuant to 42 U.S.C. §§ 1437a, 1437f, and 1437u.

2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

MISSION STATEMENT

The Indiana Housing and Community Development Authority (“IHCDA”) provides housing opportunities, promotes self-sufficiency, and strengthens communities. To accomplish this we will:

- Pursue innovation in all programs and services;
- Provide thought leadership;
- Emphasize continued quality of services; and
- Continuously improve program management practices and partnership building

VISION

IHCDA envisions an Indiana with a sustainable quality of life for all Hoosiers in the community of their choice. IHCDA's work is done in partnership with developers, lenders, investors, and nonprofit organizations that use our financing to serve low and moderate-income Hoosiers. IHCDA leverages government and private funds to invest in financially sound, well-designed projects that will benefit communities for many years to come. \

OVERVIEW (for more information visit <http://www.in.gov/ihcda/>)

IHCDA was created in 1978 by the Indiana General Assembly and is a quasi-public financially self-sufficient statewide government agency. IHCDA's programs are successful in large part because of the growing network of partnerships IHCDA has established with local, state, and federal governments, for-profit businesses, and not-for-profit organizations. For-profit partners include investment banks, mortgage lenders, commercial banks, corporate investment managers and syndicators, apartment developers, investors, homebuilders, and realtors. Not-for-profit partners include community development corporations, community action agencies, and not-for-profit developers.

3. SCOPE OF SERVICES

IHCDA is authorized to administer the HCVP pursuant to IC 5-20-14. The HCVP currently consists of 5,590 vouchers distributed across the State of Indiana. IHCDA enters contracts with agencies referred to as local subcontracting agencies (“LSA”) to make sure that these vouchers are properly and efficiently administered throughout the State of Indiana. If IHCDA is allocated additional vouchers in the future, IHCDA may offer them to any Respondent that is selected pursuant to this RFQ. The purpose of this RFQ is to identify qualified agencies to provide administrative services (identified below) for the HCVP program in the counties identified in Exhibit A of this RFQ.

In consultation with IHCDA, the Respondent selected pursuant to this RFQ, will be responsible for

performing the following activities:

- A. Make eligibility determinations for households. Households must be selected from the waiting list. Eligibility determinations must comply with the Administrative Plan for the Indiana Housing and Community Development Authority (“Administrative Plan”).
- B. Perform a briefing of each household selected from the waiting list. The briefing must cover the information and documentation described in the Administrative Plan.
- C. Re-determine eligibility for each HCVP-assisted household annually (“annual recertification”) and at any time a change in income or household composition is reported by the household (“interim recertification”).
- D. Calculate tenant rent and housing assistance payments at each initial eligibility determination and at each eligibility re-determination.
- E. Accurately update the HCV Program database (“PHA Pro”).
- F. Maintain a file for each HCVP-assisted household in accordance with the Administrative Plan and preserve and make files available for monitoring and or auditing by IHCD, the U.S Department of Housing and Urban Development, and/or any third-party contractor of IHCD.
- G. Perform Housing Quality Standards (“HQS”) inspections at the times and as described in the Administrative Plan. Note: HQS will be replaced with the National Standards for the Physical Inspection of Real Estate (“NSPIRE”).
- H. Assist HCVP-assisted households with their housing search.
- I. Adhere to the grievances, review, hearing, and appeals procedures as described in the Administrative Plan
- J. Become familiar with and comply with the procedures that are described in the Administrative Plan
- K. Manage Waitlist as described in the Administrative Plan.
- L. Provide the services set forth herein and the Local Subcontracting Agency Agreement attached hereto as Exhibit B for a monthly administrative fee of \$44.00 per active voucher.
- M. A full list of duties is included within the most recent version of the Local Subcontracting Agency Agreement attached hereto as Exhibit B.

Respondents may apply for one or multiple counties under this RFQ.

4. **RFQ TIMELINE**

September 2, 2025	RFQ released to the general public.
October 2, 2025	Response deadline.
By October 17, 2025	IHCD selection completed and decision announced.

PART 2

RFQ PROCESS

1. SELECTION PROCESS

Evaluation of all qualifications will be completed by IHCD. Respondent must also be responsive and responsible as described in Parts 2.2 and 2.4 of this RFQ. Selection of a respondent is at the sole discretion of IHCD.

2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT

Selected, respondents must meet the following minimum requirements to be deemed responsive to this RFQ.

Credentials

- Ensure that staff assigned to administration of HCVP are certified as a Housing Choice Voucher Specialist and NSPIRE Inspector within 12 months of being selected pursuant to this RFQ.

Experience & Capacity

Additional experience pertaining to the following will also be weighed heavily in the selection process.

- Demonstrated knowledge of administering federal rental assistance programs, specifically, programs funded by HUD.
- Financial stability and adequate staff capacity to properly administer HCVP.

Readiness to Proceed

Readiness, as demonstrated by the following items will be weighed heavily in the selection process:

- Identification and access to staff to perform the tasks described in the scope of services section of this RFQ.

3. QUALIFICATIONS EVALUATION CRITERIA

The following will be IHCD's primary consideration in the selection process:

1. Compliance with requirements of this RFQ.
2. Past experience with IHCD programs and history of complying with State and Federal rules and regulations.
3. Respondent must be recognized as tax exempt under 501(c)(3) and provide proof of such status.
4. Respondent's experience: Please submit a narrative describing the experience of the Respondent. The narrative cannot exceed 3 pages and must include the following information:
 - a. Summary of experience administering a federal rental assistance program.
 - b. If no experience working with a federal rental assistance program, provide a summary of experience working with other housing programs
5. Program Description: Please submit a narrative describing the overall scope of this program. Narrative cannot exceed 2 pages and must include the following information:

- a. Summary of proposed processes for caseworker (i.e., will recertifications be performed in person or through mail, will briefings be conducted as in-person briefings or phone briefings, etc.)
 - b. Service area(s) for which the Respondent would like to provide services. Available service areas through this RFQ are listed in Exhibit A. Respondent must identify each county they propose to serve.
 - c. Key staff assigned to each service area and case management ratios for each staff with HCVP in their caseload.
6. Financial Capacity: Submit 2023 and 2024 year-end financial statements and 2025 year-to-date balance sheet, income statements, and cash flow statements for the respondent.
7. Resumes:
 - a. Please identify key staff who will provide services for and/or oversee HCVP.
 - b. For each person, provide a current resume and a brief narrative (no more than 1 page each) describing why this person was selected for the role.

4. RESPONSIBLE RESPONDENT REQUIREMENTS

IHCDA shall not award any contract until the selected respondent, has been determined to be responsible. A responsible respondent must:

1. Have adequate financial resources to perform the project, or the ability to obtain them;
2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the Respondent's existing commercial and governmental business commitments;
3. Have a satisfactory performance record with IHCDA;
4. Have a satisfactory record of integrity and business ethics;
5. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
6. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
7. Have supplied all requested information;
8. Be legally qualified to contract in the State of Indiana and if it is an entity described in IC Title 23, it must be properly registered with the Indiana Secretary of State (There is a fee to register with the Secretary of State), and owe no outstanding reports to the Indiana Secretary of State; and
9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended or debarred. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official file for this RFQ, and the respondent shall be advised of the reasons for the determination.

5. RFQ SUBMISSION ITEMS

Respondent must submit documentation in response to the requirements listed in each category heading summarized below. All of these requirements are described more fully in **Part 2.2** of this RFQ, entitled "**Minimum Requirements/Responsive Respondent**". Therefore, Respondent must review **Part 2.2** of this RFQ very carefully before submitting its responses. The Respondent must also submit the Qualifications Coversheet and the Certification of Company located at the end of this RFQ.

Checklist of Submission Requirements:

- Qualifications Coversheet (required template included in this RFQ packet).
- Certification of Company (required template included in this RFQ packet).
- Verification of 501(c)(3) status.
- Narrative summary of applicant's experience
- Narrative describing the program description
- Financials for the applicant
- Resumes for key staff members

6. FORMAT FOR SUBMISSION, MAILING INSTRUCTIONS, AND DUE DATE

Respondent's proposal must be submitted via email. All documents must be submitted in PDF only.

Cystal Ivy
HCV Program Manager
Indiana Housing and Community Development Authority
30 South Meridian, Suite 900
Indianapolis, IN 46204
civy@ihcda.in.gov

The deadline for submission is October 2nd 5:00 PM Eastern Time.

Applications that do not contain all required forms/documents as listed in this RFQ may be determined ineligible for further consideration.

PART 3

TERMS AND CONDITIONS

1. STATE POLICIES

1. **ETHICAL COMPLIANCE:** By submitting a proposal, the Respondent certifies that it shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., Ind. Code § 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. Respondent will be required to attend online ethics training conducted by the State of Indiana.
2. **PAYMENTS:** Any payments for services under any contract awarded pursuant to this RFQ shall be paid by IHCD in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the successful Respondent in writing unless a specific waiver has been obtained from the IHCD Controller. No payments will be made in advance of receipt of the goods or services that are the subject of any contract except as permitted by IC §4-13-2-20.
3. **EMPLOYMENT ELIGIBILITY VERIFICATION.** The Respondent cannot knowingly employ an unauthorized alien. The Respondent shall require its contractors who perform work for the Respondent pursuant to the project must certify to the Respondent that the contractor does not knowingly employ or contract with an unauthorized alien.
4. **CONFIDENTIALITY OF STATE INFORMATION.** The Respondent understands and agrees that data, materials, and information disclosed to the Respondent may contain confidential and protected information. The Respondent covenants that data, material, and information gathered, based upon or disclosed to the Respondent for the purpose of this project will not be disclosed to or discussed with third parties without the prior written consent of the IHCD. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Respondent and IHCD agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Respondent, Respondent agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.
5. **INFORMATION TECHNOLOGY ENTERPRISE ARCHITECTURE REQUIREMENTS.** Respondent agrees that any information technology-related products or services are compatible with the technology standards, including the assistive technology standard, all found at <https://www.in.gov/iot/2394.htm>.
6. **ACCESS TO PUBLIC RECORDS:** Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (“APRA”), IC 5-14-3 et. seq., and the entire response may be viewed and copied by any member of the public. Respondents claiming a statutory exemption to disclosure under APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope marked “Confidential”. Respondents should be aware that if a public records request is made under APRA, IHCD will make an independent determination of confidentiality, and may seek the opinion of the Public Access Counselor. Prices are not considered confidential information. The following information shall be subject to public inspection after the contract award:
 - A. The RFQ.
 - B. A list of all vendors who received the RFQ.

- C. The name and address of each respondent.
 - D. The amount of each offer.
 - E. A record showing the following:
 - a. The name of the successful respondent.
 - b. The dollar amount of the offer.
 - c. The basis on which the award was made.
 - F. The entire contents of the contract file except for proprietary information that may have been included with an offer, such as:
 - a. trade secrets;
 - b. manufacturing processes;
 - c. financial information not otherwise publicly available; or
 - d. other data that does not bear on the competitive goals of public procurement that was not required by the terms of the RFQ itself to be made available for public inspection.
7. **TAXES, FEES AND PENALTIES:** By submitting a proposal respondent certifies that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the United States Treasury. Respondent further warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by either the State or Federal Government pending against it, and agrees that it will immediately notify IHCDA of any such actions.
8. **CONFLICT OF INTEREST:** Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this RFQ, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFQ, respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of the respondent's proposal or immediate termination of an awardee's contract. An award will not be made where an actual conflict of interest exists. IHCDA will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on IHCDA, should IHCDA select respondent. Further, IHCDA reserves the right to disqualify any respondent on the grounds of actual or apparent conflict of interest.
9. **APPEALS/PROTEST:** Respondent may appeal/protest the award of this contract based on alleged violations of the selection process that resulted in discrimination or unfair consideration. The appeal/protest must include the stated reasons for the Respondent's objection to the funding decision, which reasons must be based solely upon evidence supporting one (1) of the following circumstances:
- a. Clear and substantial error or misstated facts which were relied on in making the decision being challenged;
 - b. Unfair competition or conflict of interest in the decision-making process;
 - c. An illegal, unethical or improper act; or
 - d. Other legal basis that may substantially alter the decision.

The appeal/protest must be received within ten (10) business days after the Respondent receives notice of the contract award, or the appeal/protest will not be considered. All protests shall be in writing, submitted to the Compliance Officer, who shall issue a written decision on the matter. The Compliance

Officer may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. The Respondent will receive written acknowledgement of receipt of the appeal/protest within five (5) business days of its receipt, noting the day the appeal/protest was received. Any appeal/protest regarding the funding decision made by IHCDA will be examined and acted upon by the Compliance Officer within thirty (30) days of its receipt. The decision of the Compliance Attorney is final.

2. FEDERAL REQUIREMENTS

Respondent agrees to comply with the following federal regulations:

- a. Requirements set forth in 24 CFR 982.
- b. Requirements set forth in the Administrative Plan.
- c. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- d. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- e. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)**. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- f. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the

work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- g. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- h. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- i. **Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- j. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- k. **§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

Prohibition from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced

by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

3. RFQ TERMS AND CONDITIONS

This request is issued subject to the following terms and conditions:

- A. This RFQ is a request for the submission of qualifications, but is not itself an offer and shall under no circumstances be construed as an offer.
- B. IHCDCA expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.
- C. IHCDCA reserves the right to reject and not consider any or all respondents that do not meet the requirements of this RFQ, including but not limited to: incomplete qualifications and/or qualifications offering alternate or non-requested services.
- D. IHCDCA reserves the right to reject any or all companies, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed to be in its best interest.
- E. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, IHCDCA may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.
- F. In no event shall any obligations of any kind be enforceable against IHCDCA unless and until a written agreement is entered into.
- G. The Respondent agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of responses of qualifications submitted hereunder or for any costs or expenses incurred during negotiations.
- H. By submitting a response to this request, the Respondent waives all rights to protest or seek any remedies whatsoever regarding any aspect of this request, the selection of another respondent or respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.
- I. IHCDCA reserves the right not to award a contract pursuant to the RFQ.
- J. All items become the property of IHCDCA upon submission and will not be returned to the Respondent.
- K. IHCDCA reserves the right to split the award between multiple applicants and make the award on a category by category basis and/or remove categories from the award.
- L. The Respondent certifies that neither it nor its principals, contractors, or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from utilizing federal funds by any federal or state department or agency.

- i. The Respondent understands that IHCDCA will enter into contract preparation activities with the respondent whose RFQ appears to be the most advantageous to IHCDCA. If at any time the contract preparation activities are judged to be ineffective, the state may do the following:
 - ii. Cease all activities with that respondent.
 - iii. Begin contract preparation activities with the next highest ranked respondent.
- M. The Respondent understands that IHCDCA will enter into contract preparation activities with the Respondent whose RFP appears to be the most advantageous to IHCDCA. If at any time the contract preparation activities are judged to be ineffective, the state may do the following:
 - a. Cease all activities with that Respondent.
 - b. Begin contract preparation activities with the next highest ranked Respondent.
- N. A copy of IHCDCA's most recent Contract Boilerplate is attached as an Exhibit to this RFQ. By submitting a response to this RFQ, respondent acknowledges the acceptance of IHCDCA's Contract Boilerplate and the understanding that such Boilerplate is non-negotiable.
- O. Additionally, IHCDCA will not agree to any of the following terms or conditions:
 - a. Any provision requiring IHCDCA to provide insurance
 - b. Any provision requiring IHCDCA to provide indemnity
 - c. Any provision providing that this Contract be construed in accordance with laws other than those of the State of Indiana
 - d. Any provision providing that suit be brought in any state other than Indiana
 - e. Any provision providing for resolution of contract disputes
 - f. Any provision requiring IHCDCA to pay any taxes
 - g. Any provision requiring IHCDCA to pay penalties, liquidated damages, interest or attorney's fees
 - h. Any provision modifying the applicable Indiana statute of limitations
 - i. Any provision relating to the time within which a claim must be made
 - j. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
 - k. Any provision limiting disclosure of this Agreement in violation of the Access to Public Records Act, IC 5-14-3
 - l. Any provision providing for automatic renewal

<<Housing Choice Voucher>>

4. QUALIFICATION COVER SHEET

Name of Individual,
Firm or Business:

Address:

Phone Number:
Fax Number:
Web Site Address:

QUALIFICATION
Contact Person:

Title:
Email Address:
Phone:

Contract Signatory
Authority:

Title:

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

5. CERTIFICATION OF RESPONDENT

I hereby certify that the information contained in these qualifications and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I acknowledge that I have read and understood the requirements and provisions of the RFQ and agree to abide by the terms and conditions contained herein.

I _____ am the _____ of

the (type name of signatory authority) corporation, partnership, association, or other entity named as company and the Respondent herein, and I am legally authorized to sign this and submit it to the Indiana Housing and Community Development Authority on behalf of said organization.

18 U.S.C. § 1001, “Fraud and False Statements,” provides among other things, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, anyone who knowingly and willfully: (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, and/or imprisoned for not longer than five (5) years.

Respondent:

Signed: _____

Name: _____

Title: _____

Date: _____

Firm name: _____

Exhibit A

Available Service Area	Anticipated Number of Vouchers
Adams County- except within the City Limits of Decatur	42
Jay County- except within the City Limits of Portland	42
Randolph County- except within the City Limits of Union City	42
Blackford County	42
Wells	42
Huntington	42
Wabash	42

EXHIBIT B
2025 Local Subcontracting Agency Agreements

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
SECTION 8 HOUSING CHOICE VOUCHER ADMINISTRATIVE AGREEMENT**

**This is a Subaward
This is Not an R&D Award
Section 8 Housing Choice Vouchers
Assistance Listing (Formerly CFDA No.): 14.871
100% Federal Funding
Department of Housing and Urban Development
Office of Public and Indian Housing
Agreement Number: PBVP-2024-01**

This Indiana Housing and Community Development Authority Section 8 Housing Choice Voucher Administrative Agreement (“Agreement”), entered into by and between the **Indiana Housing and Community Development Authority** (hereinafter referred to as “IHCD”), and **Local Subcontracting Agency**, the local subcontracting agency **having a UEI# of XXXXXX** (hereinafter referred to as “LSA”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to retain the services of LSA in the implementation of the IHCD’s Section 8 Housing Choice Voucher Program (hereinafter “HCV Program”). Funding for this Agreement is provided by the United States Department of Housing and Urban Development (“HUD”) through 42 U.S.C. §§ 1437a, 1437f, and 1437u.

2. CONSIDERATION

In exchange for its HCV Program administration services, LSA will be reimbursed by IHCD on a unit rate basis for such services in accordance with the payment terms described in “**ATTACHMENT B**” attached hereto and fully incorporated herein and the performance criteria set forth in “**ATTACHMENT C**” attached hereto and fully incorporated herein.

3. TERM OF AGREEMENT/PERIOD OF PERFORMANCE

This Agreement shall become effective as of **January 1, 2025**, and remain in effect through **December 31, 2025**, (“Performance Period”) unless sooner terminated as provided herein.

4. ALLOCATION/REALLOCATION

- A. IHCD will allocate the LSA the number of vouchers set forth in “**ATTACHMENT A**”.
- B. IHCD may periodically review the availability and the utilization of vouchers provided by IHCD to LSA pursuant to this Agreement. After such a review, IHCD may need to increase the LSA’s vouchers or reduce the LSA’s vouchers allocated hereunder or re-distribute its unused vouchers allocated hereunder to another local subcontracting authority.

- C. Due to the uncertain availability of state and/or federally allocated funds, for any fiscal year period specified in “ATTACHMENT B” of this Agreement, funds may be unilaterally decreased by IHCD A immediately upon LSA’s receipt of written notice. Notice may be delivered by email.
- D. Reallocation may occur under the following circumstances:
 - 1. The LSA or another local subcontracting agency requests vouchers to meet the demand of its service area;
 - 2. Another local subcontracting agency is terminated as a provider, for any reason; or
 - 3. IHCD A assumes vouchers from another PHA.
- E. LSA acknowledges and agrees that IHCD A may amend “UNIT RATES” for any LSA service provided hereunder, in accordance with any modification of IHCD A’s administrative fee allocation.

5. DUTIES AND RESPONSIBILITIES OF LSA

- A. LSA administrative fees may only be used to cover costs incurred to perform LSA administrative responsibilities for the program in accordance with HUD regulations and requirements. IHCD A must reimburse a family for any underpayment of subsidy, regardless of whether the underpayment was the result of staff-caused error or staff or owner program abuse. Funds for this reimbursement must come from IHCD A’s administrative fee reserves.
- B. LSA shall comply with the most recent version of the HCV Program Administrative Plan, as amended from time to time (“Administrative Plan”), and all notices, guidance, performance standards, and direction provided by IHCD A for purposes of administering the HCV Program in LSA’s Administrative Area.
- C. LSA shall be responsible for all HCV Program admissions and continued occupancy in LSA’s Administrative Area as specified in “ATTACHMENT A” to this Agreement, including, but not limited to, waiting list management, determination and redetermination of household eligibility, calculating tenant rent and Housing Assistance Payments, completing rent reasonableness documents, conducting and completion of Housing Quality Standards (HQS) inspections (including lead-based paint assessments) or NSPIRE inspections when applicable, verifying, collecting, preparing and executing, maintaining all required program documentation.
- D. LSA is responsible for accurate updates to the HCV Program database (“Housing Pro”), initiation of necessary contracts with property owners, timely payment of Housing Assistance Payments to property owners, and submission of required program documentation and reports.
- E. Unless IHCD A directs otherwise, LSA shall prepare for, attend, and conduct informal reviews and hearings, in accordance with 24 C.F.R. Subpart L; the Administrative Plan; and HUD’s Housing Choice Voucher Program Guidebook (“HCV Guidebook”).
- F. If authorized through IHCD A's approved action plan, LSA may conduct a Family Self-Sufficiency Program (“FSS Program”) within its Administrative Area to promote self-sufficiency among participating families. The FSS Program must provide supportive services to eligible families (“FSS Families”) in accordance with Title I, Section 23 of the United States Housing Act of 1937, and assist the FSS Families with accomplishing the goals outlined in their family development plans.

- G. LSA shall comply with all of the training and certification requirements established by IHCD and shall require that any third-party, engaged by LSA to provide services in connection with the HCV Program, meet the same training and certification requirements.
- H. LSA shall not hire or otherwise engage a third party to perform any services to be provided by LSA under this Agreement without the prior written approval of IHCD. If LSA receives the approval of IHCD to hire or engage a third party ("Contractor"), LSA shall require the Contractor to comply with the provisions set forth in this Agreement. Further, LSA shall remain responsible to IHCD for the performance of any Contractor and shall monitor that performance to ensure compliance with this Agreement. LSA must enter into written agreements with any such Contractor and provide copies of all such agreements to IHCD upon request. LSA further agrees to notify IHCD of any breach by a Contractor of the terms of this Agreement and to discontinue the contract with the specified Contractor in the event of such a breach.
- I. LSA and its Contractors, if any, shall impose no fees upon the recipients of any services provided through this Agreement except as explicitly authorized by IHCD.
- J. In conducting activities pursuant to this Agreement, LSA specifically agrees and certifies that it will comply with applicable provisions of 42 U.S.C. §§ 1437f, and 1437u; 24 C.F.R. Parts 5, 888, 982, and 984; applicable provisions of Subpart E of 2 CFR part 200. LSA specifically acknowledges that it must comply with all applicable federal, state, and local laws, rules, and regulations pertaining to wages, hours, and conditions of employment, and all applicable safety and sanitation standards.
- K. The parties agree that the eligibility of individuals who may be provided services with funding through this Agreement shall be determined by LSA in accordance with state and federal eligibility criteria and operating procedures, including but not limited to, the criteria and procedures in the Administrative Plan and HCV Guidebook.
- L. IHCD and LSA agree to maintain procedures in accordance with state and federal regulations, including 24 C.F.R. §§ 982.554 and 982.555, to promptly address complaints and appeals in connection with the HCV Program and to cooperate fully with the processing of any complaint or appeal. The LSA must disclose within ten (10) business days to IHCD any complaints or requests for appeals that it receives that (1) relate to decisions that are subject to informal review or informal hearing or decisions regarding reasonable accommodation requests; or (2) allege that the LSA, IHCD, or any of the LSA or IHCD's employees, agents, or subcontractors engaged in discriminatory acts prohibited by state, federal, or local laws or regulations.
- M. The LSA must have a minimum of (1) employee trained and certified by an organization approved by IHCD to be a hearing officer. It is recommended that the LSA have multiple employees trained and certified to allow for more flexibility in assigning a hearing officer to a given case.
- N. In addition to the provisions specified above, LSA specifically agrees, in accordance with 24 C.F.R. § 982.554, to provide each applicant who is denied housing assistance for any reason, a prompt, written notice of the decision, which shall include a brief statement that the applicant may request an informal review of the decision, and information about how the applicant may obtain an informal review.
- O. LSA shall notify IHCD's HCV manager of any actions that it knows or should reasonably know that violates the Administrative Plan or federal law or regulations governing the HCV program.

- P. LSA shall open its waiting list no later than the end of the first quarter of 2025 and shall keep the waiting list open for the remainder of the year 2025. As best practice, LSA shall purge the waiting list twice per year. It is mandatory for the LSA to purge the waiting list at least once per year.
- Q. LSA shall run and monitor the Enterprise Income Verification (“EIV”) system as HUD requires. If the LSA fails to run the HUD required EIV reports, the LSA will be required to repay IHCD the amount of incorrect subsidy paid upon IHCD’s request if a participant has unreported income.

6. QUALITY REVIEW

- A. LSA shall review ten percent (10%) of annual re-examinations; ten percent (10%) of new admissions; and five percent (5%) of failed inspections all within thirty (30) days of completion of the aforementioned activities.
- B. The LSA’s review shall include, but not be limited to, the following elements:
- a. Validating the accuracy of income eligibility of each applicant;
 - b. Validating the accuracy of social security numbers for all members of the household;
 - c. Validating that HQS inspections were performed timely and were passed or remediated prior to the relevant file action or that the proper HQS abatement/termination process was followed for failed inspections;
 - d. Validating the accuracy of each rent calculation, and correcting any income discrepancies and errors that are discovered;
 - e. Validating the accuracy of the utility allowance applied;
 - f. Validating the accuracy of the payment standard applied;
 - g. Validating the utilization, completion and accuracy of proper file format and checklists which must represent the contents contained in the file. The file format and checklists must conform with the document checklist maintained in Qualcheck;
 - h. Validating the proper placement on and selection from the county waiting lists for admission in accordance to the HUD regulations and the Administrative Plan; and
 - i. Validating the reasonableness of rent charged for the unit (proper documentation must be contained in the file).

Any errors discovered during each LSA audit must be documented and corrected and disclosed to the IHCD Quality Assurance Analyst within 15 calendar days of discovery.

- C. LSA shall perform annual re-examinations timely and in accordance with HUD form 50058.

7. CONTINUITY OF SERVICES

The service(s) to be performed under this Agreement are vital to the IHCD and must be continued without interruption. Upon expiration or termination of this Agreement, a successor, either the IHCD or another entity, may provide these services. LSA shall use its best efforts and fully cooperate to effect an orderly and efficient transition to a successor. This will include, but not be limited to furnishing phase-in, phase-out services for up to sixty (60) days after this Agreement expires or is terminated, and negotiating in good faith with a successor to plan for and determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the IHCD’s approval. LSA shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Agreement are maintained at the required level of proficiency. The LSA also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees.

If selected employees are agreeable to the change, the LSA shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor. Subject to satisfactory performance of the transition services, LSA will be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after the expiration or termination of this Agreement that result from phase-in, phase-out operations).

8. TERMS AND CONDITIONS OF PAYMENT

- A. All services provided by LSA under this Agreement must be performed to the IHCD's reasonable satisfaction, as determined at the discretion of the undersigned IHCD representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The IHCD shall not be required to pay for work found to be unsatisfactory, inconsistent with this Agreement or performed in violation of federal, state or local statute, ordinance, rule or regulation.
- B. LSA agrees to submit claims on a monthly basis, and IHCD agrees to pay sums to LSA in accordance with the established unit rates set forth in "ATTACHMENT B" corresponding with the relevant "LINE ITEM." LSA must implement and maintain written procedures to minimize the time elapsing between the transfer of funds to LSA and LSA's issuance of checks or payments by other means for HCV Program purposes.
- C. LSA shall submit to IHCD properly completed claims for payment of allowed expenses incurred during the preceding calendar month for each housing assistance payment ("HAP") contract properly initiated by LSA under this Agreement. Claims shall be submitted via Housing Pro through "lock-ins" pursuant to instructions issued by IHCD for those items for which a payment is required.
- D. LSA shall maintain financial and accounting records in accordance to Subsection D of Section 10 of this Agreement. More restrictive fiscal accountability may be required of LSA by IHCD should IHCD determine that LSA is financially unstable, has a history of poor accountability, or has a management system which does not meet the standards required by the State of Indiana or the United States Government.
- E. LSA shall maintain the funds received from IHCD pursuant to this Agreement in an identifiable bookkeeping and shall only submit claims for reimbursements to IHCD in accordance with the terms of this Agreement and "ATTACHMENT B."
- F. LSA must follow generally accepted accounting procedures and practices (GAAP) that sufficiently and properly support all claims made and expenses incurred by LSA under this Agreement. LSA shall manage and account for all funds received through this Agreement in accordance with applicable cost principles identified in Subpart E of 2 CFR 200.
- G. No costs may be incurred against this Agreement by LSA before or after the Performance Period previously specified and each subsequent period of renewal of this Agreement. Claims shall be submitted to IHCD within thirty (30) calendar days after the date services are provided. All final claims and reports must be submitted to IHCD within sixty (60) calendar days after the expiration of each Performance Period or any renewal periods or the termination of this Agreement. Failure to meet these deadlines will result in IHCD's refusal to reimburse any claim not received by the deadlines.
- H. IHCD may withhold payment to LSA if the inaccuracy of information entered by LSA into Housing Pro subjects IHCD to sanctions by HUD based upon that inaccuracy or results in an actual decrease

of funds received by IHCD A.

9. INELIGIBLE COSTS

- A. Upon written demand by IHCD A, LSA must repay IHCD A all or part of any sums paid by IHCD A to LSA for which adequate fiscal documentation demonstrating that prompt payments made to appropriate payees, such as HAP registers, Check Registers, W-9s, etc. and/or appropriate and properly executed documentation demonstrating that services were delivered, such as HAP contracts (form HUD- 52641), leases, HQS Inspection forms (form HUD- 52580(A)), etc. is not available. If an audit or review of LSA results in a finding of an unjustified claim, IHCD A 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.
- B. LSA shall promptly repay, out of non-federal resources, IHCD A for any funds, under this Agreement, that it utilizes for expenses that are deemed “ineligible” or “unallowable” by any of the following: IHCD A, HUD, 24 CFR 982, any audit, or the Administrative Plan.

10. AUDITS, RECORDS, REPORTS, AND INSPECTIONS

- A. Audits. If LSA expends \$750,000 or more in federal awards during the LSA’s fiscal year it must submit its single audit to IHCD A 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 LSA 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 IHCD A 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.

- B. Any auditor performing a single or program specific audit for the LSA must comply with 2 CFR 200.501.
- C. Sanctions: If LSA does not adhere to the policies referenced in subparagraphs A and B of this section, at IHCD A’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 IHCD A awards until the audit is conducted; or
 - (4) Terminating this Agreement.
- D. LSA 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 LSA’s financial activities and LSA’s claims for payment under this Agreement. Further, LSA shall establish, maintain, and provide to IHCD A such other statistical reports and program reports as are required by the laws, regulations, and policies of IHCD A, the State of Indiana, or the United States Government, including any close-out reports required by IHCD A.
- E. During the term of each assisted lease and for three years thereafter, the LSA must keep a copy of the executed lease, the HAP contract, and the application from the family. The LSA must also keep the records set forth in 24 C.F.R. 982.158.
- F. The parties agree that LSA’s prompt compliance with requests by IHCD A to submit program and

financial documentation is essential to this Agreement and that a failure of LSA to comply with any such request could result in immediate suspension of payments hereunder or termination of this Agreement by IHCD A.

- G. LSA shall maintain all records relative hereto during the Performance Period of this Agreement or any renewal periods for a period of three (3) years from the date LSA submits to IHCD A its final financial status report pursuant to this Agreement, or one (1) year from the resolution of any outstanding administrative, program or fiscal audit question, or legal 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.
- H. The parties agree that IHCD A and the United States Government shall have the right to enter the premises of LSA or any Contractor of LSA and inspect or audit any records maintained by LSA or its Contractors in connection with this Agreement. LSA and its Contractors 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 the IHCD A or the United States Government.
- I. LSA shall ensure the cooperation of its employees, agents, officers, board members, and Contractors in any review, audit, or inspection conducted by authorized representatives of the IHCD A or the United States Government.
- J. LSA agrees that IHCD A has the right to make recommendations and findings in connection with any program or fiscal audit of LSA's operations related to this Agreement, and LSA agrees to comply with any corrective actions specified by IHCD A, within the time limits established by IHCD A.
- K. Following any IHCD A monitoring visit to LSA, IHCD A will provide a written report to LSA. IHCD A's report may contain observations, evaluations, suggestions and/or specific directions for corrective action by LSA. In the event that specific corrective action is required, LSA will have forty-five (45) days from the receipt of the directions to comply, unless a different time period for correction is specified by IHCD A. A failure of LSA to comply with IHCD A's specific directions will be treated as a breach of this Agreement. In the case of a dispute, IHCD A and LSA will meet at their earliest convenience to resolve the issue(s) in question.

11. SUSPENSION AND TERMINATION

- A. Unless prohibited by a statute or regulation relating to the award of the Agreement, this Agreement may be terminated, in whole or in part, by the IHCD A whenever, for any reason, the IHCD A determines that such termination is in the best interest of the IHCD A. Termination shall be effected by delivery to LSA of a Termination Notice, specifying the extent to which such termination becomes effective. LSA shall be reimbursed for services properly performed pursuant to this Agreement prior to the effective date of the termination. However, in no case shall any price increase be allowed on individual line items. The IHCD A will not be liable for services performed after the effective date of termination.
- B. If IHCD A, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Agreement, LSA may cancel and terminate this Agreement and institute the appropriate measures to collect monies due up to and including the date of termination.
- C. If IHCD A determines that any breach of this Agreement by LSA endangers the life, health, or safety of its employees, agents, or applicants for or recipients of services under this Agreement, IHCD A may

terminate this Agreement by orally notifying LSA 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.

- D. LSA agrees that IHCD A may terminate this Agreement if LSA ceases doing business for any reason. IHCD A will notify LSA of the termination, in writing, by registered or certified mail. The termination shall be effective from the date LSA ceases doing business.
- E. Upon expiration of any Performance Period specified herein or termination of this Agreement, IHCD A may require that all documents including, but not limited to, client files, data, contracts, studies, and reports prepared by LSA pursuant to this Agreement be delivered to IHCD A. IHCD A may require the transfer of records to its own offices or to a designated successor.
- F. IHCD A shall provide a full and detailed accounting of any records taken from LSA and shall make any records available to LSA's approved auditor as necessary for subsequent audit.
- G. LSA shall provide IHCD A with a full and detailed account of any LSA staff, contractor, agent, employee or board member misconduct that may have a negative impact on the HCV program within fifteen (15) days of the LSA's discovery of the misconduct.
- H. LSA shall provide prompt written notice to IHCD A of any change in LSA's address, legal name, or legal status including, but not limited to, a transfer or dissolution of LSA's business. IHCD A reserves the right to terminate this Agreement should LSA's legal status change in any way. Termination pursuant to this paragraph shall be effective from the date of the change in LSA's legal status.
- I. This Agreement may be suspended and/or terminated immediately if LSA has breached, defaulted, or committed fraud or has misused or misappropriated funds received under this Agreement or another agreement between LSA and the IHCD A. In this event, IHCD A may de-obligate and/or re-distribute all or any portion of this award to another local subcontracting agency. Further, LSA's breach or default with respect to other agreements or obligations related to the HCV Program shall constitute a material breach of this Agreement.
- J. If this Agreement is terminated for any reason, IHCD A shall only be liable for payment for services properly rendered prior to the effective date of termination. The IHCD A shall not be liable for any costs incurred by LSA in reliance upon this Agreement subsequent to the effective date of termination.

12. KEY PERSONS

If both parties have designated that certain individual(s) are essential to the services performed by LSA, the parties agree that should such individual(s) leave their employment during the Performance Period of this Agreement or any renewal periods for whatever reason, the IHCD A shall be given written notice immediately. This provision shall not be construed to prevent LSA from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. LSA shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others. LSA employees working in the following areas must have the following HUD certifications:

Area of Employment

Certification Required

Inspections
Case Management
Administration
Quality Control

HQS/NSPIRE
HCV Specialist
HCV Specialist
HCV Specialist

Failure of LSA's key persons involved in the abovementioned areas to maintain the above-referenced certifications shall be considered a material breach of this Agreement.

Key person(s) to this Agreement is/are:	
<u>Area of Employment</u>	<u>Name of Key Person</u>
Inspections	
Case Management	
Administration	
Quality Control	

LSA must notify IHCD's Housing Choice Programs Manager in writing whenever a Key Person identified in an Area of Employment listed in this Section changes.

13. **NOTICE TO PARTIES**

Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier/delivery service, or by email to the following addresses, unless otherwise specifically advised.

Notices to IHCD shall be sent to:

**Nicole Chatman,
Director Housing Choice Voucher Programs
Indiana Housing and Community Development Authority
30 South Meridian Street, Suite 900
Indianapolis, IN 46204
nchatman@ihcda.in.gov**

With a copy to:

**Jennifer Phillips,
General Counsel
Indiana Housing and Community Development Authority
30 South Meridian Street, Suite 900
Indianapolis, Indiana 46204
jphillips@ihcda.in.gov**

Notices to LSA shall be sent to:

(Name)
(Title)
(LSA)
(Address)
(email)

14. AWARDING OFFICIAL

**Thomas Pearson,
Executive Director
Indiana Housing and Community Development Authority
30 South Meridian Street, Suite 900
Indianapolis, Indiana 46204**

15. MERGER & MODIFICATION

This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. Except as provided herein, this Agreement may not be modified, supplemented or amended, except by written agreement signed by all necessary parties. Any 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 LSA or to extend this Agreement in any way.

16. FUNDING CANCELLATION

When the Executive Director of IHCDA, the IHCDA Board of Directors, or the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled. Such determination shall be final and conclusive.

17. INDEPENDENT CONTRACTOR

The LSA 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 for in Section 26 above, 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 contractors of the other party. The LSA shall provide all necessary unemployment and workers' compensation insurance for the LSA's employees and shall provide the IHCDA with a Certificate of Insurance evidencing such coverage, upon request.

18. COMPLIANCE WITH LAWS

- A. LSA 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 IHCDA and LSA to determine whether the provisions of this Agreement require formal modification.
- B. The LSA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6 et seq., IC §4-2-7, et. seq. and the regulations promulgated thereunder. **If the LSA has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the LSA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Agreement.** If the LSA is not familiar with these ethical requirements, the LSA should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's

website at <http://www.in.gov/ig/>. If the LSA or its agents violate any applicable ethical standards, IHCDCA may, in its sole discretion, terminate this Agreement immediately upon notice to the LSA. In addition, the LSA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

- C. LSA certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. LSA agrees that any payments currently due to the State may be withheld from payments due to LSA. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until LSA is current in its payments and has submitted proof of such payment to the IHCDCA.
- D. LSA warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State or HUD, and agrees that it will immediately notify IHCDCA of any such actions. During the term of such actions, LSA agrees that IHCDCA may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Agreement.
- E. If a valid dispute exists as to LSA's liability or guilt in any action initiated by the State or its agencies, and IHCDCA decides to delay, withhold, or deny work to LSA, LSA may request that it be allowed to continue, or receive work, without delay. LSA must submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any payments that IHCDCA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC 5-17-5.
- F. LSA warrants that LSA and its subgrantees, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for IHCDCA. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the IHCDCA.
- G. LSA affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by Indiana Code § 5-22-3-7, the LSA and any principals of the LSA certify that:
 - 1. The LSA, except for de minimis and nonsystematic violations, has not violated the terms of
 - a. Indiana Code § 24-4.7 [Telephone Solicitation Of Consumers],
 - b. Indiana Code § 24-5-12 [Telephone Solicitations], or
 - c. Indiana Code § 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
 - 2. The LSA will not violate the terms of Indiana Code § 24-4.7 for the duration of the Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.
 - 3. The LSA and any principals of the LSA certify that an affiliate or principal of the LSA and any agent acting on behalf of the LSA or on behalf of an affiliate or principal of the LSA:
 - a. except for de minimis and nonsystematic violations, has not violated the terms of Indiana Code § 24-4.7 in the previous three hundred sixty-five (365)

- days, even if Indiana Code § 24-4.7 is preempted by federal law; and
- b. will not violate the terms of Indiana Code § 24-4.7 for the duration of the Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.

- I. LSA agrees that IHCDCA may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that IHCDCA may bar LSA from contracting with IHCDCA in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to IHCDCA and has submitted proof of such payment to IHCDCA.
- J. The LSA shall also comply with all applicable federal guidance including, without limitation: Subpart E and Subpart F of 2 CFR 200 and 2 CFR 982.
- K. LSA agrees to comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821 et seq.), the implementing regulations at 24 C.F.R. Part 35, the applicable State of Indiana statutes and regulations, and IHCDCA written policies, protocols, and procedures. LSA shall comply with all lead-based paint training and certification requirements that are specified in the HCV Program Administrative Plan.
- L. The LSA affirms that, if it is an entity described in I.C. Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

19. CONFIDENTIALITY

- A. The LSA understands and agrees that data, materials, and information disclosed to the LSA may contain confidential and protected information. The LSA covenants that data, material and information gathered, based upon or disclosed to the LSA for the purpose of this Agreement, will not be disclosed to or discussed with third parties without the prior written consent of IHCDCA.
- B. The parties acknowledge that the services to be performed by LSA for IHCDCA under this Agreement may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by or on behalf of IHCDCA in a computer system or other records. The LSA agrees to abide by confidentiality requirements set forth in 24 CFR part 5. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the LSA and IHCDCA agree to comply with the provisions of I.C. 4-1-10 and I.C. 4-1-11. If any Social Security number(s) or personal information (as defined in I.C. 4-1-11-3) is/are disclosed by LSA, LSA agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Agreement). Personal information means any individually identifiable information, whether oral or written, about the clients who receive services and/or assistance from LSA or its Contractors, if any, pursuant to this Agreement. Employees, agents, contractors or others who require access to confidential client information must sign a confidentiality agreement commensurate with the conditions set forth in this Agreement.

20. CONFLICT OF INTEREST

- A. The LSA 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 LSA 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 LSA may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, LSA 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 LSA.

- B. If the LSA has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the LSA must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the LSA is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- C. Neither the LSA nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the HCV program in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:
 - (1) Any present or former member or officer of the LSA (except a participant commissioner);
 - (2) Any employee of the LSA, or any contractor, subcontractor or agent of the LSA, who formulates policy or who influences decisions with respect to the programs;
 - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; or
 - (4) Any member of the Congress of the United States.
- D. The conflict of interest prohibition set forth in Subsection C may be waived by the HUD field office for good cause.

21. CONFLICT OF INTEREST DISCLOSURE

The LSA must disclose in writing any potential conflict of interest to IHCD A.

22. MANDATORY DISCLOSURE

The LSA must disclose, in a timely manner, in writing to IHCD A all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The LSA's failure to make these disclosures may subject to the LSA to remedies of non-compliance set forth in 2 CFR 200.338.

The LSA must disclose within ten (10) business days to IHCD A any complaints or requests for appeals that it receives that (1) relate to decisions that are subject to informal review or informal hearing or decisions regarding reasonable accommodation requests; or (2) allege that the LSA, IHCD A, or any of the LSA or IHCD A's employees, agents, or subcontractors engaged in discriminatory acts prohibited by state, federal, or local laws or regulations.

23. INTERNAL CONTROLS

The LSA must:

- A. Establish and maintain effective internal control over federal funds that provides reasonable assurance that the LSA is managing federal funds in compliance with Federal statutes, regulations, and the terms and conditions of the federal funding. 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).
- B. Comply with Federal statutes, regulations, and the terms and conditions of federal funds.
- C. Evaluate and monitor the LSA’s compliance with statutes, regulations and the terms and conditions of the federal funds.
- D. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- E. Take reasonable measures to safeguard protected personally identifiable information and other information that IHCDCA or HUD designates as sensitive or the LSA considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

24. DEBARMENT AND SUSPENSION

- A. LSA certifies, by entering into this Agreement, that neither it nor its principals nor its Contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Indiana. 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 LSA.
- B. LSA certifies that it has verified the State and federal suspension and debarment status for all Contractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred Contractor. LSA shall immediately notify IHCDCA if any Contractor becomes debarred or suspended, and shall, at IHCDCA’s request, take all steps required by IHCDCA to terminate its contractual relationship with the Contractor for work to be performed under this Agreement.

25. INSURANCE

- A. LSA shall secure and keep in force during the term of this Agreement, general liability insurance coverage relative hereto, with minimum liability limits of \$500,000 per person and \$1,000,000 per occurrence for bodily injury and property damage.
- B. LSA shall secure and keep in force during the term of this Agreement, cyber liability insurance relative to addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$2,000,000 in the aggregate.

- C. If LSA is a department or division of the State of Indiana, or of a county, municipal, or local government, the foregoing insurance coverage shall not be required; however, LSA may elect to provide such coverage.
- D. LSA shall secure and keep in force Workers' Compensation and Unemployment Compensation Insurance as required by law.
- E. LSA must provide IHCD A with proof of such insurance coverage by submitting certificates of insurance illustrating the types of coverage, limits of liability, and expiration dates of LSA's policies.

LSA shall obtain 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 (1/2) of the total annual funding provided to LSA through IHCD A or \$250,000, whichever is less, to be effective for the period of this Agreement plus one (1) year for purposes of discovery. LSA's coverage must provide protection against losses resulting from criminal acts and wrongful and negligent performance of the duties specified herein, and specifies the IHCD A as an obligee or additional insured. LSA shall immediately notify IHCD A if said bond or insurance is canceled or modified in amount. In the event of cancellation, IHCD A 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.

E. LSA's Contractors must also comply with the requirements set forth in this Section 25.

26. INDEMNIFICATION

LSA agrees to indemnify, defend, and hold harmless IHCD A, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses and costs arising from or connected with any act or omission of the LSA and/or its Contractors, if any, in the performance of this Agreement. LSA shall require any Contractor to indemnify LSA, and IHCD A, and their employees, agents, and officials, as part of any contract entered in connection with LSA's services under this Agreement. IHCD A shall not provide such indemnification to LSA or any Contractor.

27. CERTIFICATIONS AND CONDITIONS

- A. Any fees earned by LSA through this Agreement must be maintained and expended by LSA only for the HCV Program, in accordance with applicable state and federal program rules, regulations, and policies. LSA must maintain and provide to IHCD A an accounting of all such fees earned as a result of funds being provided through this Agreement.
- B. LSA agrees to comply, and assures that its employees and Contractors will comply, with all applicable licensing standards, certification standards, accrediting standards, and any other laws, rules, or regulations governing services to be provided by the LSA pursuant to this Agreement. IHCD A will not pay the LSA for any services performed when LSA or its employees or Contractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the LSA shall notify IHCD A immediately, and IHCD A, at its option, may immediately terminate this Agreement.

28. DRUG-FREE WORKPLACE CERTIFICATION

This clause is required by Executive Order 90-5 and applies to all individuals and private legal entities who receive grants or contracts from State agencies. This clause was modified in 2005 to apply only to LSA's employees within the State of Indiana and cannot be further modified, altered or changed. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the LSA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. LSA will give written notice to the IHCD within ten (10) days after receiving actual notice that the LSA, or an employee of the LSA in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of this Agreement and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Agreement is in excess of \$25,000.00, the LSA certifies and agrees that it will provide a drug-free workplace by:

The LSA certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in LSA's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Establishing a drug-free awareness program to inform employees of (i) the dangers of drug abuse in the workplace; (ii) LSA's policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (i) abide by the terms of the statement; and (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying in writing the IHCD and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subparagraph (C(ii)) above, or otherwise receiving actual notice of such conviction.
- E. Within thirty (30) days after receiving notice of a conviction under subparagraph (C(ii)) above, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (i) take appropriate personnel action against the employee, up to and including termination; or (ii) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state, or local health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

29. RENEWAL OPTION

This Agreement may be renewed under the same terms and conditions, subject to approval of the IHCD Board of Directors, and in compliance with Ind. Code § 5-22-17-4. The term of the renewed Agreement may not be longer than the term of the original Agreement.

30. 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 this Agreement.

31. PENALTIES/INTEREST/ATTORNEY FEES

IHCDA will, in good faith, perform its required obligations under this Agreement and does not agree to pay any penalties, liquidated damages, interest, or attorneys' fees, except as required by Indiana law, in part, Indiana Code §§ 5-17-5-1 et seq., 34-54-8-5, 34-52-2-3, and 34-13-1-6. Notwithstanding the provisions contained in Indiana Code § 5-17-5, the parties stipulate and agree that any liability resulting from IHCDA's failure to make prompt payment shall be based solely on the amount of funding originating from the IHCDA and shall not be based on funding from federal or other sources. Any payments that IHCDA may delay, withhold, deny, or apply to amounts LSA is obligated to repay under this Agreement shall not be subject to any penalty or interest.

32. TAXES

The IHCDA is exempt from most state, federal, and local taxes. The IHCDA will not be responsible for any taxes levied on LSA as a result of this Agreement.

33. 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 is in writing and signed by the party claimed to have waived such right. Neither the IHCDA's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and LSA shall be and remain liable to the IHCDA in accordance with applicable law for all damages to the IHCDA caused by LSA's negligent performance of any of the services furnished under this Agreement.

34. ASSIGNMENT; SUCCESSORS

LSA binds its successors and assignees to all the terms and conditions of this Agreement. LSA shall not assign or subcontract the whole or any part of this Agreement without the IHCDA's prior written consent. The parties acknowledge and agree that this Agreement may be terminated immediately if LSA attempts to assign, transfer, convey, or encumber this Agreement in any way. LSA may assign its right to receive payments to such third parties as LSA may desire without the prior written consent of the IHCDA, provided that LSA gives written notice (including evidence of such assignment) to the IHCDA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Agreement and shall not be made to more than one party.

35. ADDITIONAL FEDERAL PROVISIONS

LSA will administer the HCV Program in conformity with the Fair Housing Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act.

LSA will take steps to affirmatively further fair housing in the administration of the HCV Program. LSA must also comply with the following:

- Specifically solicit eligible tenants reported to the LSA;
- Prominently display in all offices in which rental activity pertaining to the HCV Program takes place the HUD-approved Fair Housing Poster and include in any printed material used in connection with rentals, HUD-approved Equal Housing Opportunity logo or slogan or statement; and
- Post in a conspicuous position on all project sites a sign prominently displaying either the HUD-approved Equal Housing Opportunity logo or slogan or statement.

36. LIMITATION ON USE OF APPROPRIATED FUNDS TO INFLUENCE CERTAIN FEDERAL CONTRACTING AND FINANCIAL TRANSACTIONS

Pursuant to 5 U.S.C. § 1502, 31 U.S.C. § 1352, 24 CFR 87.110 (and any applicable successor sections), and any regulations promulgated thereunder, the LSA hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with LSA's 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.
2. If any funds other than Federal 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 Federal contract, grant, loan, or cooperative agreement, LSA shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. LSA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all tiers (sub-recipients, sub-grantees, contractors, sub-contractors, etc) shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person or entity, 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.

37. POLITICAL ACTIVITY

LSA certifies that the funding provided by IHCD through this Agreement shall not be used to further any type of political or voter activity. LSA 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.

38. PROTECTION FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING

LSA must apply 24 CFR part 5, subpart L, in all applicable cases where there are incidents of, or criminal activity related to, domestic violence, dating violence, or stalking. Accordingly, LSA agrees to do the following: (1) provide notice to tenants of their rights under the Violence against Women Reauthorization

Act of 2022 (“VAWA”) and 24 CFR part 5, including the right to confidentiality and the exceptions; (2) provide notice to owners and management agents of assisted housing, of their rights and obligations under VAWA and 24 CFR part 5; (3) ensure that admission to the HCV Program shall not be denied and that HCV Program assistance shall not be terminated on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking, if the applicant otherwise qualifies for assistance or admission; (4) ensure that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated lease violation by the victim or threatened victim of the domestic violence, dating violence, or stalking, or as good cause to terminate the tenancy of, occupancy rights of, or assistance to the victim; (5) ensure that criminal activity directly related to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim, if the tenant or immediate family member of the tenant is the victim; (6) ensure that no person is discriminated against because that person has opposed any act or practice made unlawful by VAWA, or because the person testified, assisted, or participated in any matter related to VAWA; (7) ensure that no person is coerced, intimidated, threatened, or interfered with, or retaliated against in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under VAWA; (8) ensure that penalties are not imposed on landlords, homeowners, tenants, residents, occupants, and guests of, and applicants for, housing based on requests for law enforcement or emergency assistance or based on criminal activity that occurred at a property; and (9) ensure that the HUD-required lease, lease addendum, or tenancy addendum, as applicable, must include a description of specific protections afforded to the victims of domestic violence, dating violence, or stalking.

39. 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, LSA 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.

40. EMPLOYMENT ELIGIBILITY VERIFICATION

As a condition precedent to entering this Agreement, and as required by IC §22-5-1.7 and Executive Order 25-29, the LSA swears or affirms under the penalties of perjury that the LSA has not knowingly employed and will not knowingly employ an unauthorized alien. The LSA further affirms that:

- A. The LSA has not knowingly employed or contracted with and shall not knowingly employ or contract with an unauthorized alien. The LSA has not retained and shall not retain an employee and has not contracted and shall not contract with a person that the LSA subsequently learned or learns is an unauthorized alien.
- B. The LSA has required and shall require his/her/its subcontractors, who perform work under this Agreement, to certify to the LSA that the subcontractor does not knowingly employ or contract with an unauthorized alien. The LSA agrees to maintain this certification throughout the duration of the

term of a contract with a subcontractor and to provide any and all such certifications to IHCD promptly upon request.

IHCD may terminate this Agreement for default if the LSA fails to cure a breach of this provision no later than thirty (30) days after being notified by IHCD.

41. HIPAA COMPLIANCE

If this Agreement involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the LSA covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

42. NONDISCRIMINATION

LSA 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 Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), 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), Executive Order 11063, Equal Opportunity in Housing (1962), as amended, Executive Order 12259, 46 F.R. 1253 (1980), as amended, Executive Order 12892, 59 F.R. 2939 (1994), all regulations specified in 24 C.F.R. §§ 5.105 and 982.53, and all other non-discrimination regulations of HUD and the United States Government, including, but not limited to, 24 C.F.R. Parts 1, 7, 8, 9, 41, 100, 103, 107, 108, 110, 121, 135, and 146, to ensure that no person shall, on the grounds of race, age, color, religion, sex, disability, national origin, ancestry, sexual preference, familial status, or status as a veteran, be excluded from participating in or denied the benefit of LSA's services, or otherwise be subjected to discrimination under any program or activity for which LSA receives, directly or indirectly, federal or state financial assistance, and LSA agrees to immediately take measures to effectuate this provision.

Pursuant to Indiana Code § 22-9-1-10, LSA and its Contractors 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, sexual preference, or status as a veteran, or any other characteristic protected by federal, State, or local law ("Protected Characteristics"). The LSA certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between IHCD and any applicant or employee of the LSA or any subcontractor.

LSA covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the LSA's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Agreement, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be

construed to imply or establish an employment relationship between IHCD and any applicant or employee of the LSA or any subcontractor.

The parties agree that publicity releases or other public references, including media releases, web sites, 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, sexual preference, familial status, or status as a veteran.

43. EQUAL PARTICIPATION OF FAITH-BASED ORGANIZATIONS IN HUD PROGRAMS AND ACTIVITIES

LSA agrees to comply with 24 CFR 5.109, including but not limited to the following requirements:

- C. LSA shall not discriminate against an organization on the basis of the organization's religious character, affiliation, or lack thereof, or on the basis of the organization's religious exercise.
- D. LSA shall not, in providing services or carrying out activities under this Agreement, discriminate against a beneficiary or prospective beneficiary on the basis of the organization's religious character, motives, affiliation, or lack thereof, or on the basis of conduct that would not be considered grounds to favor or disfavor a similarly situated secular organization.
- E. Beneficiary notice. The LSA shall give written notice to beneficiaries and prospective beneficiaries of certain protections in a manner and form prescribed by HUD, including by incorporating the notice into materials that are otherwise provided to beneficiaries. The required language for this written notice to beneficiaries is set forth in Subpart A of 24 CFR Part 5.
 - 1) Notice timing. The written notice must be given to a prospective beneficiary prior to the time the prospective beneficiary enrolls in the program or receives services from the program. When the nature of the service provided or exigent circumstances make it impracticable to provide such written notice in advance of the actual service, an organization must advise beneficiaries of their protections at the earliest available opportunity.
 - 2) Alternative option information. HUD may determine that the notice described in paragraph (g)(2) of this section must inform each beneficiary or prospective beneficiary about how to obtain information from HUD, or a State agency or other entity administering the applicable program, about other federally funded service providers in their area that provide the services available under the applicable program.
- F. No additional assurances from faith-based organizations. If the LSA selects subcontractors or subgrantees under this Agreement, the LSA shall not require otherwise eligible faith-based organizations to provide assurances or notices where they are not required of similarly situated secular organizations. The LSA shall not disqualify an otherwise eligible faith-based organization from participating in the HCV Program because such organization is motivated or influenced by religious faith to provide such programs and activities, or because of its religious character or affiliation, or on grounds that discriminate against an organization on the basis of the organization's religious exercise, as defined in 24 CFR Part 5.
- G. Separation of explicitly religious activities. Recipients and subrecipients of HCV program funds that engage in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, must perform such activities and offer such activities separately, in time or location, from the programs that are supported with federal financial assistance separately, in time or location, from the programs or services funded under this part, and

participation in any such explicitly religious activities must be voluntary for the program beneficiaries of the HUD-funded programs or services.

44. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

LSA agrees to comply with the Trafficking Victims Protection Act of 2000, as amended. The LSA, its employees, or its subrecipients under this Agreement, and LSA's employees may not do any of the following:

- i. Engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect;
- ii. Procure a commercial sex act during the period of time that this Agreement is in effect; or
- iii. Use forced labor in the performance of this Agreement.

45. EQUAL ACCESS TO HOUSING REGARDLESS OF SEXUAL ORIENTATION, GENDER IDENTITY, OR MARITAL STATUS

As required by 24 CFR 5.105(a)(2) and 5.106, if the Sub-recipient makes eligibility determinations for housing under this Agreement, the determination of eligibility shall be made in accordance with the eligibility requirements of the Program, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status. As required by 24 CFR 5.106, the Sub-recipient must provide equal access to programs, activities, services, or facilities in accordance with a person's gender identity. HUD's definitions of sexual orientation and gender identity under 24 CFR 5.105(a)(2) are at 24 CFR 5.100.

46. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Effective August 13, 2020, 2 CFR 200.216 applies to all Federal grant programs. As required by 2 CFR 200.216, LSA is prohibited to obligate or spend Agreement funds (to include direct and indirect expenditures as well as cost share and program) to:

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- A. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned

or controlled by, or otherwise connected to, the government of a covered foreign country.

47. DOMESTIC PREFERENCES FOR PROCUREMENTS

- A. To the greatest extent practicable under the Agreement, the LSA should provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Section must be included in all subawards including all contracts and purchase orders for work or products under this Agreement.
- B. For purposes of this Section:
 - i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

48. CLOSEOUT

- A. The LSA must submit, no later than the Expiration Date, all financial, performance information and other information as required by the terms and conditions this Agreement and IHCDCA’s Administrative Plan.
- B. The closeout of a Federal award does not affect any of the following:
 - 1. The right of IHCDCA to disallow costs and recover funds on the basis of a later audit or other review.
 - 2. The obligation of the LSA to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 - 3. Audit requirements in subpart F of 2 CFR part 200.
 - 4. Property management and disposition requirements in 2 CFR 200.310 through 2 CFR 200.316.
 - 5. Records retention as required in 2 CFR 200.333 through 200.337.

49. PUBLIC RECORD

LSA acknowledges that that IHCDCA will not treat this Agreement as containing confidential information. This Agreement is a public record subject to the Indiana Access to Public Records Act (Ind. Code § 5-14-1.5). Use by the public of the information contained in this Agreement shall not be considered an act of the IHCDCA.

50. AUTHORITY TO BIND LSA

The signatory for the LSA represents that he/she has been duly authorized to execute this Agreement on behalf of the LSA and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the LSA when his/her signature is affixed, and accepted by IHCDCA

51. AFFIRMATION CLAUSE

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

52. GOVERNING LAW/VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the courts of Marion County, 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.

53. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED.

If the total remuneration under this Agreement exceeds \$150,000 the LSA must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

54. MARKETING

LSA shall distribute marketing material provided by IHCD A at the times and according to the instructions given by IHCD A.

55. WORK STANDARDS.

The LSA shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If IHCD A becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, IHCD A may request in writing the replacement of any or all such individuals, and the LSA shall grant such request.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LSA, or that the undersigned is the properly authorized representative, agent, member or officer of the LSA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LSA, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the LSA attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Agreement by accessing the electronic signature tool in Adobe to electronically submit this Agreement to IHCDA. I understand that my signing and submitting this Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Agreement in this fashion I am affirming to the truth of the information contained therein and my authority to bind the LSA. I also understand that if I decide not to sign this Agreement electronically, I must notify IHCDA so that this Agreement may be re-submitted to me and I may sign it and return it to IHCDA in the traditional manner.

In Witness Whereof, LSA and the IHCDA 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.

Local Subcontracting Agency

By: _____

Printed Name: _____

Title: _____

Date: _____

Indiana Housing and Community Development Authority

By: _____

Thomas Pearson, Executive Director

Date

ATTACHMENT A
HCV Program Administrative Area and Number of Vouchers

1. **Local Subcontracting Agency** Administrative Area is:

2. The LSA's voucher allocation is: **X** plus an additional voucher for each Emergency Housing Voucher or Non Elderly Disabled/Mainstream Voucher referral sent to the LSA