# COMMUNITY SERVICES BLOCK GRANT AWARD AGREEMENT

**NUMBER: «Org_Awd_No»**

This Community Services Block Grant Award Agreement (this "Agreement"), entered into by and between the Indiana Housing and Community Development Authority (hereinafter referred to as "IHCDA"), and **«App_LegalApp»** (hereinafter referred to as "Grantee"), 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 provide funding to Grantee so that Grantee may implement programs and conduct activities to ameliorate the causes of poverty in Grantee's service area within the State of Indiana. Funding for this Agreement is provided by the United States Department of Health and Human Services ("HHS") through the Community Services Block Grant ("CSBG") Program (42 U.S.C. § 9901 et seq.).

## 2. GENERAL TERMS

A. This Agreement shall become effective on **September 1, 2013** and shall remain in effect through **August 31, 2014.**

B. Grantee shall be reimbursed by IHCDA for allowable costs incurred by Grantee in accordance with this Agreement, the Office of Community Services, Division of State Assistance CSBG Information Memo #37 , and the financial summary included herewith as **ATTACHMENT A**, for the effective dates specified in ATTACHMENT A. Grantee may be reimbursed for activities conducted through this Agreement in an amount not to exceed **$«Org_Total».00,** (the "TOTAL DOLLAR AMOUNT")**.**

C. Grantee agrees to comply with all statements, assurances, and provisions set forth in any proposal, program narrative, plan, budget, or other document submitted by Grantee and approved by IHCDA for the purpose of obtaining funding through this Agreement.

D. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Agreement, (2) attachments to this Agreement prepared by the IHCDA, and (3) Grantee's documents or budgets submitted and approved by IHCDA for the purpose of obtaining funding through this Agreement.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect.

F. 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, and 34-13-1-6. Notwithstanding the provisions contained in IC § 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 IHCDA and shall not be based on funding from federal or other sources.

G. Grantee shall request and receive approval from IHCDA for any subcontracts awarded pursuant to this Agreement in an amount greater than Twenty-Five Thousand Dollars ($25,000.00). Grantee shall require any subcontractor to comply with the provisions set forth in this Agreement. Further, Grantee shall remain responsible to IHCDA for the performance of part or all of this Agreement by any subcontractor, and shall monitor the performance of any subcontractor. Grantee agrees to enter into written agreements with all subcontractors and to provide copies of all subcontracting agreements to IHCDA upon request. Grantee further agrees to notify IHCDA of a breach of any of the provisions in this Agreement by a subcontractor and to discontinue any agreement with the specified subcontractor in the event of such a breach.

H. The Grantee certifies by entering into this Agreement, 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. Further, the Grantee agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Grantee. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Grantee is current in its payments and has submitted proof of such payment to the IHCDA.

I. The Grantee warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the IHCDA of any such actions. During the term of such actions, Grantee agrees that the IHCDA may delay, withhold, or deny work under any supplement or contractual device issued pursuant to this Agreement.

J. The Grantee hereby affirms that it is properly registered with and owes no outstanding reports to the Indiana Secretary of State.

K. Grantee agrees that the IHCDA may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that IHCDA may bar Grantee from contracting with the IHCDA 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 the State and has submitted proof of such payment to the IHCDA.

L. As required by Indiana Code § 5-22-3-7, the Grantee and any principals of the Grantee certify that:

1. The Grantee, 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 Grantee 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 Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee:

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.

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

## 3. SPECIFIC TERMS

A. In conducting activities pursuant to this Agreement, Grantee specifically agrees to and certifies that it will comply with applicable provisions of 42 U.S.C. § 9901 et seq., and 45 C.F.R. Part 96; administrative requirements specified in Office of Management and Budget ("OMB") Circular A-110**,** now reported at 2 C.F.R. Part 215**,** "The Common Rule" (formerly OMB Circular A-102); and all other applicable federal, state, and local laws, rules, regulations, administrative procedures, guides, manuals, program rules, regulations, and definitions, and any amendments thereto, in performing its obligations under this Agreement.

B. In providing services or conducting activities with funds provided through this Agreement, Grantee agrees to abide by the applicable certifications required by HHS identified in 42 U.S.C. § 9908(b).

C. Grantee acknowledges and agrees that it may not use any funds provided through this Agreement for the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.

D. In making any procurement or entering into any contract that requires the expenditure of funds provided pursuant to this Agreement, Grantee shall adhere to the provisions of applicable federal regulations, Office of Management and Budget Circulars A-110, now reported at 2 C.F.R. Part 215, or "The Common Rule," and State policies regarding procurement.

E. Grantee acknowledges and agrees that its board of directors or governing body must meet the standards for board composition specified in 42 U.S.C. § 9910 and I.C. § 12-14-23-6.

## 4. ADMINISTRATION OF FUNDS

A. Funding shall be paid to Grantee as a reimbursement for authorized expenses incurred pursuant to this Agreement and in accordance with the fiscal policies and procedures of IHCDA. Grantee must maintain and implement written procedures to minimize the time elapsing between the transfer of funds to Grantee and Grantee's issuance or redemption of checks, warrants, or payments by other means for program purposes.

B. The parties agree that IHCDA's payment through this Agreement is subject to and conditioned upon the availability of funds. If funds are reduced during the term of this Agreement, IHCDA is under no obligation to make payment hereunder, except to the extent that funds are available.

C. Grantee shall expend no more than sixteen percent (16%) of its award amount on administrative expenses.

D. Grantee shall maintain financial and accounting records which identify costs attributable to each SERVICE CODE and COMPONENT DESCRIPTION specified in ATTACHMENT A. Grantee shall further maintain annual, written cost methodologies, approved by IHCDA, which identify procedures for attributing costs to each SERVICE CODE and COMPONENT DESCRIPTION. More restrictive fiscal accountability may be required of Grantee by IHCDA should IHCDA determine that Grantee is financially unstable, has a history of poor accountability, or has a management system which does not meet the standards required by IHCDA or the United States Government.

E. All payments shall be made in arrears in conformance with IHCDA fiscal policies and procedures and, as required by Indiana Code § 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State.

F. Grantee shall maintain the funds received from IHCDA pursuant to this Agreement in an identifiable bookkeeping account and shall use the funds solely for the purposes set forth in this Agreement, in accordance with the terms of this Agreement and ATTACHMENT A.

G. Grantee agrees to follow generally accepted accounting procedures and practices which sufficiently and properly reflect all costs incurred by Grantee pursuant to this Agreement. Grantee shall manage all funds received through this Agreement in accordance with the May 10, 2004, revised versions of the applicable cost principles identified in Office of Management and Budget Circulars A-87 (Government Entities) and A-122 (Nonprofit Organizations), now reported at 2 C.F.R. §§ 225, 230.

H. Grantee shall submit to IHCDA, at least monthly, properly completed claims for reimbursement of costs incurred by Grantee under this Agreement. Claims shall be submitted on forms provided by IHCDA and pursuant to instructions issued by IHCDA.

I. No costs may be incurred against this Agreement by Grantee before or after the effective period specified on ATTACHMENT A. Claims should be submitted to IHCDA within forty five (45) calendar days after the date costs are incurred. All final claims and reports must be submitted to IHCDA within forty five (45) calendar days after the expiration of each fiscal period specified on ATTACHMENT A, or the termination of this Agreement or IHCDA may deny payment.

J. Grantee shall liquidate all outstanding obligations properly incurred during the term of this Agreement no later than forty five (45) calendar days after the expiration of each fiscal period specified in ATTACHMENT A, or termination of this Agreement.

K. Grantee shall, upon written demand by IHCDA, be required to repay IHCDA all sums paid by IHCDA to Grantee for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit or review of Grantee results in an audit exception or cost disallowance, IHCDA 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.

L. IHCDA may withhold payment to Grantee if a claim submitted by Grantee is inaccurate or if Grantee has not complied with the claim preparation instructions issued by IHCDA. IHCDA will notify Grantee of any error in the claims submitted so Grantee may make the corrections or revisions necessary for payment.

M. Grantee agrees that its costs shall be reported in conformance with Office of Community Services, Division of State Assistance CSBG Information Memo #37 regarding the definition and allowability of direct and administrative costs.

## 5. AUDITS, RECORDS, REPORTS, AND INSPECTIONS

A. If Grantee expends $500,000 or more in federal awards during the Grantee's fiscal year it must submit its single audit to the IHCDA 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 Grantee expends less than $500,000 in federal awards it must submit its audited financial statements or 990 (IRS Form 990, Return of Organization Exempt From Income Tax) to IHCDA 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. IHCDA Approved Auditor. All auditors performing under OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" and the **Single Audit Act of 1984,** as amended for Grantee must be qualified by the IHCDA in order for IHCDA to accept the A-133 submitted by the Grantee. The Grantee must contact Samantha Higdon

at IHCDA in order to ensure that its auditor meets IHCDA's requirements and/or receive a copy of IHCDA's criteria for auditors.

C. Sanctions: If Grantee does not adhere to the policies referenced in subparagraphs A and B of this section, IHCDA, at its sole discretion, may take appropriate action using sanctions such as:

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

(b) Withholding or disallowing claims;

(c) Suspending all funding from any IHCDA awards until the audit is conducted; or

(d) Terminating this Agreement.

D. Grantee 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 Grantee's financial activities and Grantee's claims for reimbursement under this Agreement. Further, Grantee shall establish, maintain, and provide to IHCDA such other statistical reports and program reports as are required by the laws, regulations, and policies of IHCDA or the United States Government, including any close-out reports required by IHCDA.

E. The parties agree that prompt compliance by Grantee with a request by IHCDA to submit program and financial documentation is critical to this Agreement and that a failure of Grantee to comply with any such request could result in immediate suspension of payments hereunder or termination of this Agreement by IHCDA.

F. Grantee shall maintain all records relative hereto during the effective period of this Agreement and for a period of three (3) years from the date Grantee submits to IHCDA its final financial status report pursuant to this Agreement, or one 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. The obligations set forth in this subparagraph shall survive the termination or expiration of this Agreement.

G. Grantee shall not dispose of, replace, or transfer any equipment authorized to be purchased with funding obtained through this Agreement without the express written approval of IHCDA.

H. The parties agree that IHCDA and the United States Government shall have the right to enter the premises of Grantee or any subcontractor of Grantee and inspect or audit any records and property maintained by Grantee or its subcontractors in connection with this Agreement. Grantee and its subcontractors shall make all books, records, and documents

that relate to their activities under this Agreement available for inspection, review, and audit when requested by authorized representatives of IHCDA or the United States Government. The obligations set forth in this subparagraph shall survive the termination or expiration of this Agreement.

I. Grantee shall ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit, or inspection conducted by authorized representatives of IHCDA or the United States Government.

J. Grantee agrees that IHCDA has the right to make recommendations and findings in connection with any program or fiscal audit of Grantee's operations related to this Agreement, and Grantee agrees to comply with any corrective actions specified by IHCDA, within the time limits established by IHCDA.

K. Following any IHCDA monitoring visit to Grantee, IHCDA will provide a written report to Grantee. IHCDA's report may contain observations, evaluations, suggestions and/or specific directions for corrective action by Grantee. In the event that specific corrective action is required, Grantee will have thirty (30) days from the receipt of the directions to comply, unless a different time period for correction is specified by IHCDA. A failure of Grantee to comply with IHCDA's specific directions will be treated as a breach of this Agreement. In the case of a dispute, IHCDA and Grantee will meet at the earliest convenience to resolve the issue in question.

L. Grantee shall, on an annual basis, compile a schedule of all inventory, capital equipment, and any unusable property in Grantee's possession purchased with federal or state funds through this Agreement. The schedule shall be maintained at Grantee's office(s) and provided to IHCDA upon request. The schedule shall include:

1. A brief description of the property;
2. A manufacturer's serial number, model number, federal stock number, national stock number, or other identification number of the property;
3. The source of the property, including the award number;
4. Whether title vests in the Grantee or the federal government;
5. The acquisition date (or date received, if the equipment was furnished by the federal government) and cost of the property;
6. Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
7. The location and condition of the property and date the information was reported;
8. Unit acquisition cost; and
9. Any ultimate disposition data including the date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the federal awarding agency for its share.

M. Grantee shall submit all relevant depreciation schedules applicable to the audit period at the time Grantee submits its independent audit report.

N. Grantee further agrees to comply with any additional requirements that IHCDA may deem necessary with respect to the management and distribution of equipment purchased pursuant to this Agreement.

## 6. MODIFICATION

A. The parties agree that due to the uncertain availability of state and/or federally allocated funds, the TOTAL DOLLAR AMOUNT and the award for any effective dates or fiscal period specified in ATTACHMENT A of this Agreement may be unilaterally decreased by IHCDA immediately upon Grantee's receipt of written notice. Notice shall be delivered to Grantee at the address specified in ATTACHMENT A, by certified or overnight mail.

B. Grantee shall notify IHCDA within ten (l0) days of any termination of activities reimbursable pursuant to this Agreement. In the event of such termination, IHCDA may reduce the funding to Grantee set forth in ATTACHMENT A in accordance with the procedures specified in subparagraph C of this section.

C. IHCDA may conduct periodic reviews of the utilization of funds provided by IHCDA pursuant to this Agreement. After such a review, IHCDA may decide to reduce or redistribute the funding available to Grantee. IHCDA shall give ten (10) days notice of its decision to reduce or redistribute the funding, which notice shall include a statement of reasons for such reduction or redistribution. Grantee may, within the ten-day notice period, present to IHCDA written documentation explaining why such a reduction or redistribution should not become final. IHCDA retains the right, after a review of such documentation, either to implement or to modify its proposed actions.

D. Should IHCDA or Grantee determine that budgeted amounts for any SERVICE CODE, COMPONENT DESCRIPTION, or SERVICE TOTAL contained in ATTACHMENT A, require modification, such changes may not require the execution of a formal amendment, but may be accomplished by written notice from IHCDA to Grantee, so long as the changes do not increase the TOTAL DOLLAR AMOUNT specified in ATTACHMENT A.

E. Notwithstanding any other provision of this Agreement, the parties acknowledge that this contract is subject to modification by mutual Agreement of the parties. Such modifications, if any, shall be set forth in writing and shall become a part of this Agreement. Such modifications shall also be subject to review upon any subsequent renewal of this Agreement; however, nothing in this Agreement shall be construed as a commitment to execute future Agreements with Grantee or to extend this Agreement in any way.

F. This Agreement may be suspended and/or terminated immediately if IHCDA determines that Grantee has committed fraud or has misused or misappropriated funds received under

this Agreement or another agreement between Grantee and the IHCDA. In this event IHCDA may de-obligate and/or re-distribute all or any portion of this award to another grantee. The obligations set forth in this subparagraph shall survive the expiration or termination of this Agreement.

## 7. SUSPENSION AND TERMINATION

A. This Agreement may be terminated, in whole or in part, by the IHCDA whenever, for any reason, the IHCDA determines that such termination is in the best interest of the IHCDA. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective.

B. If either party has failed to comply with the terms of this Agreement, the other party may, upon written notice to the party in breach, suspend services or payment in whole or in part or terminate this Agreement. The notice of suspension or termination shall state the reasons for the suspension or termination, any corrective action required of the party in breach, and the effective date.

C. If IHCDA determines that any breach of this Agreement by Grantee endangers the life, health, or safety of its employees or agents, or applicants for or recipients of services under this Agreement, IHCDA may terminate this Agreement by orally notifying Grantee 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. When the Executive Director of the IHCDA makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Agreement shall be canceled. Such determination by the Executive Director that funds are not appropriated or otherwise available shall be final and conclusive.

E. Grantee agrees that IHCDA may terminate this Agreement if Grantee ceases doing business for any reason. IHCDA will notify Grantee of the termination, in writing, by certified or overnight mail. The termination shall be effective from the date Grantee ceases doing business.

F. The parties acknowledge and agree that this Agreement may be terminated immediately by either party should the other party attempt to assign, transfer, convey, or encumber this Agreement in any way. Any notice of termination pursuant to this paragraph shall be provided in writing to the other party, by certified or overnight mail.

G. Grantee shall provide written notice to IHCDA of any change in Grantee's address, legal name or legal status including, but not limited to, a sale or dissolution of Grantee's business. IHCDA reserves the right to terminate this Agreement should Grantee's legal status change in any way. Termination pursuant to this paragraph shall be effective from the date of the change in Grantee's legal status.

H. Grantee acknowledges and agrees that due to programmatic changes required in the Community Services Block Grant Program by IHCDA and/or HHS, IHCDA may terminate this Agreement at the end of any fiscal period specified in ATTACHMENT A upon sixty (60) days written notice to Grantee specifying the reasons for termination.

I. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the IHCDA, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<http://www.in.gov/ethics/>>>. If the Grantee or its agents violate any applicable ethical standards, the IHCDA may, in its sole discretion, begin the appropriate administrative proceeding to terminate this Agreement. In addition, the Grantee may be subject to penalties under Indiana Code § 4-2-6-12.

J. If this Agreement is terminated pursuant to any paragraph in this section, Grantee shall remit to IHCDA, within sixty (60) days of such termination, any unexpended funds and such other payments received by Grantee determined to be due IHCDA. The action of IHCDA in accepting any such amount shall not constitute a waiver of any claim that IHCDA may otherwise have arising out of this Agreement.

K. Upon expiration of any fiscal period specified in ATTACHMENT A, or termination of this Agreement, IHCDA may require that all documents including, but not limited to, client files, data, studies, and reports prepared by Grantee pursuant to this Agreement, and all property purchased by Grantee with state or federal funds under this Agreement, be delivered to IHCDA. IHCDA may require the transfer of records or property to its own offices or to a designated successor.

L. IHCDA shall provide a full and detailed accounting of any property or records taken from Grantee and shall make any records available to Grantee as necessary for subsequent audit. IHCDA and Grantee may negotiate amounts of reimbursement related to Grantee's expenses for a period of closeout. In no event, however, shall IHCDA reimburse Grantee an amount exceeding the TOTAL DOLLAR AMOUNT or any applicable fiscal period set forth in ATTACHMENT A of this Agreement.

M. If this Agreement is terminated for any reason IHCDA shall only be liable for payment for services properly provided prior to the date of termination. IHCDA shall not be liable for any costs incurred by Grantee in reliance upon this Agreement subsequent to the effective date of termination.

N. Any payments that the IHCDA may delay, withhold, deny, or apply under this or any other section shall not be subject to penalty or interest under Indiana Code § 5-17-5.

## 8. INELIGIBLE EXPENSES

The Grantee shall promptly repay, out of non-federal resources, IHCDA for any funds, under this Agreement, that it utilizes for expenses that are deemed "ineligible" by any of the following:

IHCDA, HHS, 45 CFR 96 Block Grants, an A-133 audit, or the Program Manual. Accordingly, if a utility vendor refuses to return funds, which are considered an over-payment, the Grantee must repay the amount of the overpayment out of non-federal resources.

## 9. CONFIDENTIALITY

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

## 10. INDEMNIFICATION

Grantee shall indemnify, defend, and hold harmless IHCDA, and its employees, agents, and officials, against any and all actions, liabilities, losses, damages, costs, or expenses which they may sustain, incur, or be required to pay by reason of any person suffering bodily injury, death, or property loss or damage as a result of any act or omission of Grantee, or any officer, agent, employee, or subcontractor thereof, in carrying out activities under this Agreement. Grantee shall require any subcontractor to indemnify Grantee and IHCDA, and their employees, agents, and officials, as part of any subcontract issued pursuant to this Agreement. The IHCDA shall not provide such indemnification to Grantee. The obligations set forth in this section shall survive the termination or expiration of this Agreement.

## 11. INDEPENDENT CONTRACTOR

In the performance of this Agreement, the parties acknowledge and agree that they are acting in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Except as set forth in section 10 of this Agreement, the parties will not assume liability for any injury, including death, to any person, or damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.

## 12. INSURANCE AND BONDING

A. Grantee agrees to provide general liability insurance coverage relative hereto in the minimum amount of $500,000 for bodily injury and property damage. Grantee shall also secure insurance in amounts sufficient to reimburse Grantee for damage to any property purchased with state or federal funds.

B. If Grantee is a department or division of the State of Indiana, or of a county, municipal, or local government, the foregoing insurance coverages shall not be required; however, Grantee may elect to provide such coverages.

C. Grantee agrees to provide Workers' Compensation and Unemployment Compensation as required by law.

D. Grantee must provide IHCDA with Certificates of Insurance that illustrate the types of coverage, limits of liability, and expiration dates of Grantee's policies.

E. Grantee shall provide a bond or insurance coverage for all persons who will be handling funds or property received or disbursed as a result of this Agreement, or who may carry out the duties specified in this Agreement, in an amount equal to one-half of the total annual funding provided to Grantee through IHCDA or $250,000, whichever is less, to be effective for the period of this Agreement plus three (3) years for purposes of discovery. Grantee's coverage must provide protection against losses resulting from criminal acts and wrongful and negligent performance of the duties specified herein, and specify IHCDA as an obligee or additional insured. Grantee shall immediately notify IHCDA if said bond or insurance is canceled or modified in amount. In the event of cancellation, IHCDA shall make no further disbursements until certification is provided by a bonding or insurance company that the provisions set forth in this section have been satisfied. In the event such verification is not received by IHCDA within ten (10) days of the notice of cancellation, Grantee agrees to return to IHCDA the balance of all monies paid to Grantee by IHCDA under this Agreement.

## 13. FEES

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

## 14. PROGRAM INCOME

Any program income earned by Grantee from activities conducted with funds obtained through this Agreement must be maintained and expended by Grantee in the program from which the funding was derived, in accordance with applicable state and federal program rules, regulations, policies, and this Agreement. Grantee must maintain and provide to IHCDA an accounting of all program income earned as a result of funds being provided through this Agreement.

## 15. LICENSING STANDARDS

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

## 16. ELIGIBILITY AND APPEALS

A. The parties agree that the eligibility of individuals who may be provided services with funding through this Agreement shall be determined in accordance with State and Federal eligibility criteria and operating procedures.

B. IHCDA and Grantee agree to maintain procedures in accordance with State and Federal regulations to promptly address complaints and appeals between the parties, and of applicants for and recipients of services, and both parties agree to cooperate fully with the processing of any complaint or appeal.

## 17. NON-DISCRIMINATION

A. Pursuant to Indiana Code § 22-9-1-10, Grantee and its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran. Grantee understands that IHCDA is a recipient of federal funds. Pursuant to that understanding, Grantee and its subcontractors agree that if Grantee employs fifty (50) or more employees and does at least $50,000 worth of business with the State of Indiana, and is not exempt, Grantee will comply with the affirmative action reporting requirements of 41 C.F.R. § 60-1.7. Breach of this covenant may be regarded as a material breach of contract. IHCDA and the Grantee shall comply with Section 202 of Executive Order 11246, as amended, 41 C.F.R. § 60-250, and 41 C.F.R. § 60-741, as amended, which are incorporated herein by specific reference.

B. Grantee further agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), the Drug Abuse Prevention and Treatment Amendments of 1978 (21 U.S.C. § 1101 et seq.), the Public Health Service Act of 1944 (42 U.S.C. §§ 290dd through 290dd-2), and all other non-discrimination regulations of the United States Government to ensure that no person shall, on the grounds of race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran, be excluded from participating in or denied the benefit of Grantee's services, or otherwise be subjected to discrimination under any program or activity for which Grantee or its subcontractors receive, directly or indirectly, federal or state financial assistance, and Grantee agrees to immediately take measures to effectuate this provision.

C. The parties agree that any publicity release or other public reference, including media releases, informational pamphlets, etc., relative to the services provided under this Agreement, will clearly state that all services are provided without regard to race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran.

## 18. NONDISCRIMINATION UNDER PROGRAMS RECEIVING FEDERAL

**ASSISTANCE**

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

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

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

## 20. NONDISCRIMINATION ON THE BASIS OF AGE IN PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE FROM HHS

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

## 21. EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS

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

## 22. POLITICAL ACTIVITY

Grantee certifies that the funding provided by IHCDA through this Agreement shall not be used by grantee or any sub-grantee to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations or to further any type of political or voter activity. Grantee 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.

## 23. DRUG-FREE WORKPLACE CERTIFICATION

A. Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the IHCDA within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in Grantee's workplace.

B. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or Agreement and/or debarment of Grantee from doing further business with IHCDA for a period of up to three (3) years.

C. In addition to the provisions of subparagraph A. above, if the total contract amount set forth in the financial attachments is in excess of $25,000.00, Grantee hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all grants from the IHCDA in excess of $25,000.00. No award of a contract or grant shall be made, and no contract, purchase order, or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully executed by the Grantee and made a part of this Agreement as part of the grant documents.

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

(1) 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 Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Establishing a drug-free awareness program to inform employees of (1) the dangers of drug abuse in the workplace; (2) Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs, and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.

(3) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the

workplace no later than five days after such conviction.

(4) Notifying in writing the IHCDA and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subparagraph (3) above, or otherwise receiving actual notice of such conviction.

(5) Within thirty (30) days after receiving notice of a conviction under subparagraph (3) above, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) 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.

(6) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

## 24. LOBBYING ACTIVITIES

Pursuant to 31 U.S.C. § 1352, Grantee hereby certifies that no appropriated funds may be expended by the Grantee to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

A. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." If Grantee is required to submit Standard Form-LLL, the form and instructions for preparation of the form may be obtained from IHCDA.

A. Grantee shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

B. The foregoing certification is a material representation of fact upon which reliance was or will be placed when entering into this Agreement and any transactions with IHCDA. Submission of this certification is a prerequisite for making or entering into any

transaction as imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## 25. DEBARMENT AND SUSPENSION

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

## 26. CONFLICT OF INTEREST

Grantee agrees to comply with applicable provisions of the Office of Management and Budget Circulars A-110, now reported at 2 C.F.R. Part 215, and "The Common Rule" regarding conflicts of interest. Grantee further acknowledges and agrees that no employee, agent, representative, or subcontractor of Grantee who may be in a position to participate in the decision-making process of Grantee or its subcontractors may derive an inappropriate personal or financial interest or benefit from any activity funded through this Agreement, either for himself or for those with whom he has family or business ties. Further, Grantee agrees to maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts and comply with 45 CFR 74.42.

## 27. BUY AMERICAN ACT

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

## 28. FEDERAL PARTICIPATION

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

1. The percentage of the total costs of the program or project which will be financed with federal funds;
2. The dollar amount of federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

## 29. ENVIRONMENTAL TOBACCO SMOKE

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

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

## 30. CHILDREN'S HEALTH INSURANCE PROGRAM

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

## 31. NON-COLLUSION

The undersigned certifies under penalties of perjury that s/he is the contracting party, or that s/he is the representative, agent, member, or officer of the contracting party, that s/he has not, nor has any other member, employee, representative, agent, or officer of the firm, company, corporation, or partnership represented by him or her, directly or indirectly, to the best of his or her knowledge, entered into or offered to enter into any combination, collusion, or Agreement to receive or pay, and that s/he has not received or paid any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the Agreement.

## 32. EQUAL EMPLOYMENT OPPORTUNITY

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

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

Grantee agrees to comply with 45 CFR 86 which effectuates title IX of the Education Amendments of 1972, as amended by Pub. L. 93–568, 88 Stat. 1855 (except sections 904 and

906 of those Amendments) which is designed to eliminate (with certain exceptions) discrimination on the basis of sex in any education program or activity receiving Federal financial assistance, whether or not such program or activity is offered or sponsored by an educational institution.

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

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

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

## 35. FEDERAL FINANCIAL ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 ("FFATA") REPORTING REQUIREMENTS

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

A. **Data Universal Numbering System (DUNS) number**

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

B. **Central Contractor Registration (CCR)**

The Grantee shall register in the Central Contractor Registry ("CCR"), which is the primary registrant database for the U.S. Federal Government, and shall enter any information required by FFATA into the CCR, update the information at least annually after the initial registration, and maintain its status in the CCR throughout the Expiration Date of this Agreement. Information regarding the process to register in the CCR can be obtained at http://www.ccr.gov/startregistration.aspx.

C. **Executive Compensation**

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

## 36. AUTHORITY TO BIND

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

## 37. SEVERABILITY

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

## 38. REMEDIES NOT IMPAIRED

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

## 39. WAIVER OF RIGHTS

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

## 40. MEANINGFUL ACCESS TO LIMITED ENGLISH PROFICIENT PERSONS

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English ("limited English proficient persons" or "LEP") may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter. In accordance with Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulations, the Grantee 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.

## 41. EMPLOYEE ELIGIBILITY VERIFICATION

The Grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

## 42. GRANTEE AFFIRMATION CLAUSE

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

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## NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties of perjury, that he/she is the Grantee, or that he/she is the properly authorized representative, agent, member or officer of the Grantee, that he/she has not, nor has any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

**In Witness Whereof**, The Grantee and the IHCDA have, through their duly authorized representatives, entered into this Agreement. The parties have read and understand the foregoing terms of this Agreement and do by their respective signatures dated below hereby agree to the terms thereof.

**«App_LegalApp»**

(Where Applicable)

By:_____ Attested By:_____
Printed Name:_____ _____
Title:_____ _____
Date:_____ _____

**Indiana Housing and Community Development Authority:**

By:_____
Printed Name: J. Jacob Sipe
Title: Executive Director
Date:_____
**Grant Number «Org_Awd_No»**