

**COMMUNITY SERVICES BLOCK GRANT CARES ACT COVID IMPACT AWARD  
AGREEMENT**

**NUMBER: «CS\_Award\_No\_-IG»**

**This is a Subaward**

**This is Not a Research & Development Award**

**Community Services Block Grant**

**CFDA No.: 93.569**

**100% Federal Funding**

**Department of Health and Human Services**

**Administration for Children and Families**

**IHCDA Received an Award in the Amount of \$14,558,832.00 from HHS**

**FAIN: 2000INCSC3**

**Federal Award Date: May 8, 2020**

**Activity Description: Activities to help prevent, prepare for, or respond to the coronavirus.**

This Community Services Block Grant CARES Act COVID Impact Award Agreement (this “Agreement”), entered into by and between the Indiana Housing and Community Development Authority (hereinafter referred to as “IHCDA”), and «**Legal\_Name**» (hereinafter referred to as “Sub-grantee”) having a **DUNS #** of «**DUNS\_**», 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 the Sub-grantee so that the Sub-grantee may implement programs and conduct activities to help prevent, prepare for, or respond to the coronavirus within the State of Indiana. The Subgrantee will implement the project described in its Community Service Block Grant COVID Impact Proposal (the “Application”). Funding for this Agreement is provided by the Coronavirus Aid Relief, and Economic Security Act (“CARES Act”), Public Law 116-136 (2020).

**2. GENERAL TERMS**

- A. This Agreement shall become effective as of **September 1, 2021** and shall remain in effect through **August 31, 2022** (“Expiration Date”).
- B. Sub-grantee shall be reimbursed by IHCDA for allowable costs incurred by Sub-grantee in accordance with this Agreement, the Office of Community Services, Division of State Assistance CSBG Information Memo #37, 45 CFR 75, Uniform Administrative Requirements, IHCDA Program Guidance on Cost Allowability, and the financial summary included herewith as **ATTACHMENT A**, for the effective dates specified in ATTACHMENT A.
- C. Sub-grantee agrees to comply with all statements, assurances, and provisions set forth in any proposal, program narrative, plan, budget, or other document submitted by Sub-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, (3) the CSBG Program Manual and (4) Sub-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 courts located in 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.
- F. IHCDCA 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 IHCDCA's failure to make prompt payment shall be based solely on the amount of funding originating from IHCDCA and shall not be based on funding from federal or other sources.
- G. Sub-grantee must request and receive approval from IHCDCA for any subcontracts or subgrants awarded pursuant to this Agreement in an amount greater than Twenty-Five Thousand Dollars (\$25,000.00).
  - a. Sub-grantee agrees to enter into a written agreement with each subcontractor and provide copies of each subcontract to IHCDCA upon request. Sub-grantee shall require any subcontractor to comply with the provisions set forth in this Agreement. Sub-grantee shall remain responsible to IHCDCA for the performance of part or all of this Agreement by any subcontractor and shall monitor the performance of any subcontractor. Sub-grantee agrees to notify IHCDCA of any 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.
  - b. The Sub-grantee must require any of its subrecipients to execute the model subrecipient agreement created by IHCDCA. Sub-grantee shall remain responsible to IHCDCA for the performance of part or all of this Agreement by any subrecipient and shall monitor the performance of any subrecipient. Sub-grantee agrees to notify IHCDCA of any breach of any of the provisions in this Agreement by a subrecipient and work with subrecipient to rectify the breach or terminate the agreement with the subrecipient.
- H. Sub-grantee must request and receive prior written approval from IHCDCA for capital expenditures for equipment that has a per unit cost of \$5,000 or more
- I. Any vehicles purchased in part or fully with CSBG funds must list IHCDCA as the first lienholder on the vehicle's title. Title to the vehicle will remain with IHCDCA until the Subgrantee is ready to dispose of the vehicle or purchase it with unrestricted funds.

### **3. SPECIFIC TERMS**

- A. In conducting activities pursuant to this Agreement, Sub-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; the administrative requirements specified in subparts A, D, E and F of 45 CFR 75; and all other applicable federal, state, and local laws, rules, regulations, administrative procedures, guides, manuals, program rules, regulations, and definitions, and any amendments thereto, in performing its obligations under this Agreement.

- B. In providing services or conducting activities with funds provided through this Agreement, Sub-grantee agrees to abide by the applicable certifications required by HHS identified in 42 U.S.C. § 9908(b).
- C. Sub-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, without the express written consent of the IHCDA.
- D. In making any procurement or entering into any contract that requires the expenditure of funds provided pursuant to this Agreement, Sub-grantee shall adhere to the 45 CFR 75.327-75.335.
- E. Sub-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 Sub-grantee as a reimbursement for authorized expenses incurred pursuant to this Agreement and in accordance with the fiscal policies and procedures of IHCDA. Sub-grantee must maintain and implement written procedures to minimize the time elapsing between the transfer of funds to Sub-grantee and Sub-grantee's issuance or redemption of checks, warrants, or payments by other means for program purposes.
- B. The amount of funding from all appropriate federal sources that the Sub-grantee uses for the planning and administration of the CSBG grant shall be a percentage set by IHCDA. In no event, however, shall the total amount of funding awarded to Sub-grantee under the "ACTIVITY DESCRIPTION" of "ADMINISTRATION" exceed the percentage listed on the scale below.

<b>Admin Percentage</b>
20%

- C. 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.
- D. Sub-grantee shall maintain financial and accounting records which identify costs attributable to each ACTIVITY DESCRIPTION specified in ATTACHMENT A. Sub-grantee shall further maintain annual, written cost methodologies, which identify procedures for attributing costs to each ACTIVITY DESCRIPTION. More restrictive fiscal accountability may be required of Sub-grantee by IHCDA should IHCDA determine that Sub-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. Sub-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. Sub-grantee agrees to follow generally accepted accounting procedures and practices which sufficiently and properly reflect all costs incurred by Sub-grantee pursuant to this Agreement. Sub-grantee shall manage all funds received through this Agreement in accordance with the applicable cost principles described in subpart E of 45 CFR 75.
- H. Sub-grantee shall submit to IHCDA properly completed claims for reimbursement of eligible expenses paid by Sub-grantee pursuant to this Agreement. All reimbursements shall be paid in arrears by IHCDA. Claims must include the appropriate documentation so that the Sub-grantee may be reimbursed for expenditures that it made pursuant to this Agreement. Claims must be submitted using Authority Online through the Indiana Housing Online Management System and pursuant to instructions issued by IHCDA.
- I. No costs may be incurred against this Agreement by Sub-grantee before or after the effective dates 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 the effective dates specified on ATTACHMENT A or the termination of this Agreement, or IHCDA may deny payment.
- J. Sub-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 the effective dates specified in ATTACHMENT A, or termination of this Agreement.
- K. Sub-grantee shall, upon written demand by IHCDA, be required to repay IHCDA all sums paid by IHCDA to Sub-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 Sub-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 Sub-grantee if a claim submitted by Sub-grantee is inaccurate or if Sub-grantee has not complied with the claim preparation instructions issued by IHCDA. IHCDA will notify Sub-grantee of any error in the claims submitted so Sub-grantee may make the corrections or revisions necessary for payment.

## **5. INDIRECT COST RATE OR COST ALLOCATION PLAN**

Sub-grantees may use either an indirect cost rate or a direct cost allocation plan. A proposal to establish a cost allocation plan or an indirect (F&A) cost rate must be certified by the Sub-grantee using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in appendices

II through VII, and appendix IX to 45 CFR 75. The certificate must be signed on behalf of the Sub-grantee by an individual at a level no lower than vice president or chief financial officer of the Sub-grantee that submits the proposal, each time the plan is modified. The certificate must be maintained onsite by the Sub-grantee.

According to 45 CFR 75.414(f), if the Sub-grantee chooses to use an indirect cost rate but has never received a negotiated indirect cost rate, it may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) as defined in 45 CFR 75.

As described in 45 CFR 75.403 Factors affecting allowability of costs, regardless of whether a Sub-grantee uses an indirect cost rate or a direct cost allocation plan, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If an indirect cost plan is chosen, this methodology, once elected, must be used consistently for all Federal awards until such time as the Sub-grantee chooses to negotiate for a rate, which the Sub-grantee may apply to do at any time.

## **6. INELIGIBLE EXPENSES**

The Sub-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” or “unallowable” by any of the following: IHCDA, HHS, 45 CFR 75, any audit, or the Program Manual.

## **7. AUDITS, RECORDS, REPORTS, AND INSPECTIONS**

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

If the Sub-grantee 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 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. Any auditor performing a single or program specific audit for the Sub-grantee must comply with 45 CFR 75.501.

- C. Sanctions: If Sub-grantee does not adhere to the policies referenced in subparagraphs A and B of this section, at IHCDA’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 IHCDA awards until the audit is conducted; or
- (4) Terminating this Agreement.

- D. Sub-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 Sub-grantee’s financial activities and Sub-grantee’s claims for reimbursement under this Agreement. Further, Sub-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 Sub-grantee with a request by IHCDA to submit program and financial documentation is critical to this Agreement and that a failure of Sub-grantee to comply with any such request could result in immediate suspension of payments hereunder or termination of this Agreement by IHCDA.
- F. Sub-grantee shall maintain all records relative hereto during the effective dates of this Agreement and for a period of three (3) years from the date Sub-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, negotiation, claim, audit, litigation or other action, whichever is later. The retention period for records relating to any equipment authorized to be purchased through this Agreement begins on the date of the disposition, replacement, or transfer of such equipment. The obligations set forth in this subparagraph shall survive the termination or expiration of this Agreement.
- G. Sub-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, unless current market value of equipment has fallen below \$5,000.
- H. The parties agree that IHCDA and the United States Government shall have the right to enter the premises of Sub-grantee or any subcontractor of Sub-grantee and inspect or audit any records and property maintained by Sub-grantee or its subcontractors in connection with this Agreement. Sub-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. Sub-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. Sub-grantee agrees that IHCDA has the right to make recommendations and findings in connection with any program or fiscal audit of Sub-grantee's operations related to this Agreement, and Sub-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 Sub-grantee, IHCDA will provide a written report to Sub-grantee. IHCDA's report may contain observations, evaluations, suggestions and/or specific directions for corrective action by Sub-grantee. In the event that specific corrective action is required, Sub-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 Sub-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 Sub-grantee will meet at the earliest convenience to resolve the issue in question.
- L. Sub-grantee shall, on an annual basis, compile a schedule of all inventory, capital equipment, and any unusable property in Sub-grantee's possession purchased with federal

or state funds through this Agreement. The schedule shall be maintained at Sub-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 Sub-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. Sub-grantee shall submit all relevant depreciation schedules applicable to the audit period at the time Sub-grantee submits its independent audit report.

N. Sub-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.

## **8. MODIFICATION**

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

B. Sub-grantee shall notify IHCDA within ten (10) days of any termination of activities reimbursable pursuant to this Agreement. In the event of such termination, IHCDA may reduce the funding to Sub-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 require additional safeguards prior to releasing additional funding. IHCDA shall give ten (10) days' notice of its decision to instate additional requirements, which notice shall include a statement of reasons for such additional safeguards or requirements. Sub-grantee may, within the ten-day notice period, present to IHCDA written documentation explaining why such safeguards or requirements 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 Sub-grantee determine that budgeted amounts for any ACTIVITY DESCRIPTION contained in ATTACHMENT A, require modification, such changes may not require the execution of a formal amendment, but may be accomplished by written notice from IHCDA to Sub-grantee, so long as the changes do not increase the TOTAL GRANT 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 Sub-grantee or to extend this Agreement in any way.
- F. This Agreement may be suspended and/or terminated, in accordance with HHS rules and regulations, if IHCDA determines that Sub-grantee has committed fraud or has mis-used or misappropriated funds received under this Agreement or another agreement between Sub-grantee and the IHCDA. In this event IHCDA may de-obligate and/or re-distribute all or any portion of this award following the process described in IM 116.. The obligations set forth in this subparagraph shall survive the expiration or termination of this Agreement.

## **9. SUSPENSION AND TERMINATION**

- A. This Agreement may be terminated, in whole or in part, in accordance with HHS rules and regulations, 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 Sub-grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Sub-grantee shall be compensated for completion of the services or activities properly performed prior to the effective date of termination. The IHCDA will not be liable for activities or services performed after the effective date of termination.
- 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 Sub-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 Sub-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. Sub-grantee agrees that IHCDA may terminate this Agreement if Sub-grantee ceases doing business for any reason. IHCDA will notify Sub-grantee of the termination, in writing, by



certified or overnight mail. The termination shall be effective from the date Sub-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. Sub-grantee shall provide written notice to IHCDA of any change in Sub-grantee's address, legal name or legal status including, but not limited to, a sale or dissolution of Sub-grantee's business. IHCDA reserves the right to terminate this Agreement should Sub-grantee's legal status change in any way. Termination pursuant to this paragraph shall be effective from the date of the change in Sub-grantee's legal status.
- H. Sub-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 the effective dates specified in ATTACHMENT A upon sixty (60) days written notice to Sub-grantee specifying the reasons for termination.
- I. If this Agreement is terminated pursuant to any paragraph in this section, Sub-grantee shall remit to IHCDA, within sixty (60) days of such termination, any unexpended funds and such other payments received by Sub-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.
- J. Upon expiration of the effective dates 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 Sub-grantee pursuant to this Agreement, and all property purchased by Sub-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.
- K. IHCDA shall provide a full and detailed accounting of any property or records taken from Sub-grantee and shall make any records available to Sub-grantee as necessary for subsequent audit. IHCDA and Sub-grantee may negotiate amounts of reimbursement related to Sub-grantee's expenses for a period of closeout. In no event, however, shall IHCDA reimburse Sub-grantee an amount exceeding the TOTAL GRANT AMOUNT for any applicable effective date period set forth in ATTACHMENT A of this Agreement.
- L. 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 Sub-grantee in reliance upon this Agreement subsequent to the effective date of termination.
- M. 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.
- N. This Agreement may be suspended and/or terminated immediately if IHCDA determines that Sub-grantee has committed fraud or has misused or misappropriated funds received under this Agreement or another agreement between Sub-grantee and the IHCDA. In this event IHCDA may de-obligate and/or re-distribute all or any portion of this award to another Sub-grantee. The obligations set forth in this subparagraph shall survive the expiration or termination of this Agreement.

- O. This Agreement may be suspended and/or terminated if the Sub-grantee does not comply with requirements and corrective actions contained in any Quality Improvement Plan imposed upon the Sub-grantee by IHCDA.

**10. CONFIDENTIALITY**

The parties agree that all information, including but not limited to client information, received by Sub-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.

**11. INDEMNIFICATION**

The Sub-grantee agrees to indemnify, defend, and hold harmless IHCDA, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses arising from or connected with any act or omission of the Sub-grantee and/or its subcontractors, if any, in the performance of this Agreement. Sub-grantee shall require any subcontractor to indemnify Sub-grantee, IHCDA, and the State of Indiana, and their employees, agents, and officials, as part of any subcontract issued pursuant to this Agreement. IHCDA shall **not** provide such indemnification to the Sub-grantee.

**12. INDEPENDENT CONTRACTOR**

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

**13. INSURANCE AND BONDING**

- A. Sub-grantee agrees to provide general liability insurance coverage relative hereto in the minimum amount of \$500,000 for bodily injury and property damage. Sub-grantee shall also secure insurance in amounts sufficient to reimburse Sub-grantee for damage to any property purchased with state or federal funds.
- B. If Sub-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, Sub-grantee may elect to provide such coverages.
- C. Sub-grantee agrees to provide Workers' Compensation and Unemployment Compensation as required by law.
- D. Sub-grantee agrees to provide to IHCDA, upon request, Certificates of Insurance for its insurance policies, that illustrate the types of coverage, limits of liability, and expiration dates.

E. Sub-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 Sub-grantee through IHCDCA or \$250,000, whichever is less, to be effective for the period of this Agreement plus three (3) years for purposes of discovery. Sub-grantee's coverage must provide protection against losses resulting from criminal acts and wrongful and negligent performance of the duties specified herein and specify IHCDCA as an obligee or additional insured. Sub-grantee shall immediately notify IHCDCA if said bond or insurance is canceled or modified in amount. In the event of cancellation, IHCDCA 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 IHCDCA within ten (10) days of the notice of cancellation, Sub-grantee agrees to return to IHCDCA the balance of all monies paid to Sub-grantee by IHCDCA under this Agreement.

**14. FEES**

Sub-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 IHCDCA.

**15. PROGRAM INCOME**

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

**16. LICENSING STANDARDS**

Sub-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 Sub-grantee or its subcontractors to deliver services pursuant to this Agreement. IHCDCA shall not be required to reimburse Sub-grantee for any services performed when Sub-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, Sub-grantee agrees to notify IHCDCA immediately thereof.

**17. 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. IHCDCA and Sub-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.

## **18. NON-DISCRIMINATION**

- A. Pursuant to Indiana Code § 22-9-1-10, Sub-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. Sub-grantee understands that IHEDA is a recipient of federal funds. Pursuant to that understanding, Sub-grantee and its subcontractors agree that if Sub-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, Sub-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. IHEDA and the Sub-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. Sub-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 Sub-grantee's services, or otherwise be subjected to discrimination under any program or activity for which Sub-grantee or its subcontractors receive, directly or indirectly, federal or state financial assistance, and Sub-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.

## **19. POLITICAL ACTIVITY**

Sub-grantee certifies that the funding provided by IHEDA through this Agreement shall not be used to further any type of political or voter activity. Sub-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.

## **20. 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 Sub-grantee'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 Sub-grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Sub-grantee will give written notice to the IHEDA within ten (10)

days after receiving actual notice that the Sub-grantee, or an employee of the Sub-grantee 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 Sub-grantee certifies and agrees that it will provide a drug-free workplace by:

The Sub-grantee 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 Sub-grantee'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) Sub-grantee'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 IHCDA 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.

## **21. COMPLIANCE WITH LAWS**

- A. The Sub-grantee 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 the Sub-grantee to determine whether the provisions of this Agreement require formal modification.

- B. The Sub-grantee 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 Sub-grantee 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 Sub-grantee shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Agreement.** If the Sub-grantee is not familiar with these ethical requirements, the Sub-grantee 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 Sub-grantee or its agents violate any applicable ethical standards, IHCDA may, in its sole discretion, terminate this Agreement immediately upon notice to the Sub-grantee. In addition, the Sub-grantee 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. The Sub-grantee 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 of Indiana. The Sub-grantee agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Sub-grantee. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Sub-grantee is current in its payments and has submitted proof of such payment to the IHCDA.
- D. The Sub-grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify IHCDA of any such actions. During the term of such actions, the Sub-grantee agrees that IHCDA 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 the Sub-grantee's liability or guilt in any action initiated by the State or its agencies, and IHCDA decides to delay, withhold, or deny work to the Sub-grantee, the Sub-grantee may request that it be allowed to continue, or receive work, without delay. The Sub-grantee must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the IHCDA 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. The Sub-grantee warrants that the Sub-grantee and its subcontractors, 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 IHCDA. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with IHCDA.
- G. The Sub-grantee 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 IC 5-22-3-7:

(1) The Sub-grantee and any principals of the Sub-grantee certify that:

(A) the Sub-grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

- (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
- (ii) IC §24-5-12 [Telephone Solicitations]; or
- (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) the Sub-grantee will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Sub-grantee and any principals of the Sub-grantee certify that an affiliate or principal of the Sub-grantee and any agent acting on behalf of the Sub-grantee or on behalf of an affiliate or principal of the Sub-grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

I. The Sub-grantee shall also comply with all applicable federal guidance including, without limitation:

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

## **22. LOBBYING ACTIVITIES**

- A. Pursuant to 31 U.S.C. § 1352, Sub-grantee hereby certifies that no appropriated funds may be expended by the Sub-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.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, Sub-grantee shall complete and submit

Standard Form-LLL, "Disclosure Form to Report Lobbying." If Sub-grantee is required to submit Standard Form-LLL, the form and instructions for preparation of the form may be obtained from IHCDA.

- C. Sub-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.
- D. 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.

### **23. DEBARMENT AND SUSPENSION**

Sub-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 Sub-grantee.

### **24. CONFLICT OF INTEREST**

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

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

The Sub-grantee's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more



economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

**25. ENVIRONMENTAL TOBACCO SMOKE**

Sub-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.

**26. CHILDREN'S HEALTH INSURANCE PROGRAM**

In conjunction with the services provided by Sub-grantee pursuant to this Agreement, Sub-grantee hereby agrees to provide information supplied by IHCD to families served by Sub-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 Sub-grantee specify health care for their children as a need, Sub-grantee agrees to refer the family to the Hoosier Healthwise Helpline, 1-800-889-9949.

**27. BUY AMERICAN ACT**

Sub-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, Sub-grantee agrees to comply with 41 U.S.C. §§ 10a-10d, known as the "Buy American Act.

**28. AUTHORITY TO BIND**

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

**29. 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.

**30. REMEDIES NOT IMPAIRED**

No delay or omission of the IHCD 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.

**31. 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.

**32. TAXES**

The IHEDA is exempt from state, federal, and local taxes. The IHEDA will not be responsible for any taxes levied on the Sub-grantee as a result of this Agreement.

**33. EQUAL EMPLOYMENT OPPORTUNITY**

Sub-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."

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

Sub-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.

**35. NONDISCRIMINATION ON THE BASIS OF HANDICAP IN PROGRAMS AND ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE**

In accordance with 45 CFR Part 84, Sub-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.

**36. NONDISCRIMINATION ON THE BASIS OF AGE IN PROGRAMS AND ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE**

In accordance with 45 CFR Part 91, Sub-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.

**37. NONDISCRIMINATION UNDER PROGRAMS RECEIVING FEDERAL ASSISTANCE**

In accordance with 45 CFR Part 80, Sub-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.

**38. TRAFFICKING VICTIMS PROTECTION ACT OF 2000, AS AMENDED (22**

## **U.S.C. 7104)**

Sub-grantee agrees to comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended. Sub-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.

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

FFATA reporting requirements will apply to any funding awarded by IHCD A under this Agreement in the amount of \$25,000 or greater. The Sub-grantee, as a sub-recipient, must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Sub-grantee, the unique identifier of Sub-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 Sub-grantee shall provide IHCD A with a valid Dun & Bradstreet (“D&B”) Data Universal Numbering System (“DUNS”) number that identifies the Sub-grantee. Accordingly, the Sub-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. System for Award Management (SAM)**

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

### **C. Executive Compensation**

The Sub-grantee shall report the names and total compensation of the five (5) most highly compensated officers of Sub-grantee in SAM if the Sub-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 Sub-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 SAM under FFATA, provided, that the Sub-grantee shall still register and submit the other data requested.

#### **40. EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS**

Sub-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 Sub-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 that receiving funding pursuant to this Agreement will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from this Agreement to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, a faith-based organization may use space in its facilities to provide programs or services funded by this Agreement without removing religious art, icons, scriptures, or other religious symbols. In addition, a religious organization that receives funding pursuant to this Agreement retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. Sub-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.

#### **41. MEANINGFUL ACCESS TO LIMITED ENGLISH PROFICIENT PERSONS**

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

#### **42. FEDERAL PARTICIPATION**

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

#### **43. QUALIFIED ALIENS**

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

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

Qualified Aliens must be documented in accordance with the procedures set forth in Section 4.4 of the Indiana Low Income Home Energy Assistance Program Operations Manual, located on IHCDA’s Partner Website.

**There are exemptions to the verification requirements established by PRWORA and clarified by the Department of Justice in its Interim Guidance (62 FR 61344, November 17, 1997) and in the Proposed Rule (63 FR 41662, August 4, 1998). These exemptions include those for: the provision of in-kind, community based services which are necessary for the protection of life and safety; the provision of emergency medical care and certain other immunizations and treatments; and the protection of battered alien spouses, battered alien children, the alien parents of battered children, and alien children of battered parents who fit certain criteria.**

#### **44. EMPLOYEE ELIGIBILITY VERIFICATION**

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

#### **45. ADDITIONAL FEDERAL REQUIREMENTS**

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

#### **46. COPYRIGHTS**

IHCDA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or

otherwise use, and to authorize others to use:

- (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- (b) Any rights of copyright to which a Sub-grantee, Sub-grantee or a contractor purchases ownership with grant support.

#### **47. INTERNAL CONTROLS**

The Sub-grantee must:

- A. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government,” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- B. Comply with Federal statutes, regulations, and the terms and conditions of this award.
- C. Evaluate and monitor the Sub-grantee’s entity's compliance with statutes, regulations and the terms and conditions of this award.
- 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 the HHS awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

#### **48. CONFLICT OF INTEREST DISCLOSURE**

The Sub-grantee must disclose in writing any potential conflict of interest to IHCDA.

#### **49. MANDATORY DISCLOSURE**

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

#### **50. CLOSEOUT**

- A. The Sub-grantee must submit, no later than the Closeout Date described in Attachment A, all financial, performance information and other information as required by the terms and conditions this Agreement and IHCDA’s CSBG Close Out form.
- B. The closeout of a Federal award does not affect any of the following:

1. The right of IHCD A to disallow costs and recover funds on the basis of a later audit or other review.
2. The obligation of the Sub-grantee 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 45 CFR 75.
4. Property management and disposition requirements in 45 CFR 75.317 through 75.323.
5. Records retention as required in 45 CFR 75.361 through 75.365.

**51. STATUTORY AUTHORITY OF SUB-GRANTEE**

The Sub-grantee expressly represents and warrants to the IHCDA that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Agreement, should a legal determination of its ineligibility be made by any court of competent jurisdiction.

**52. SUB-GRANTEE AFFIRMATION CLAUSE**

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

\* \* \* \* \*

**THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY**

**NON-COLLUSION AND ACCEPTANCE**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Sub-grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Sub-grantee. Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Sub-grantee, 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 Sub-grantee 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 Subgrantee. 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**, Sub-grantee 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.

**«Legal\_Name»:**

(Where Applicable)

By: \_\_\_\_\_ Attested By: \_\_\_\_\_  
Printed Name:«Contact\_CEO» «Contact\_Last\_Name»  
Title: «Contact\_CEO\_Title»  
Date: \_\_\_\_\_

**Indiana Housing and Community Development Authority:**

By: \_\_\_\_\_  
Printed Name: S. Kyleen Welling  
Title: Chief of Staff and Chief Operating Officer  
Date: \_\_\_\_\_  
**Grant Number: «CS\_Award\_No\_»**



**COMMUNITY SERVICES BLOCK GRANT CARES ACT COVID IMPACT AWARD  
AWARD AGREEMENT  
ATTACHMENT A  
Financial Summary**

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

**Agency’s Mailing Address:** «Contact\_Address1»  
  «Contact\_Address2»«Contact\_City»,  
  «Contact\_State» «Contact\_ZIP»  
  Email

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

**Funding Program:**           CSBG-D CARES  
**Statutory Information:**   CARES Act, Public Law 116, 136 (2020)

**CFDA Number:**               93.569

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

**Performance Period:**       9/1/2021 – 8/31/2022

**Close out Date**               (45 days following the close of the grant):   10/15/2022

**IHCDA Grant Contact:**       Sedric Warren, Community Programs Analyst

**IHCDA Phone and Email:**   317-232-1004, CSBG@ihcda.in.gov

**Awarding Official:**           Jacob Sipe, Executive Director, 30 S. Meridian Street 900, Indianapolis, IN,  
  JSipe@ihcda.IN.gov

**Any funds that are not expended by August 31, 2022 will be recaptured by IHCDA.**

<b>Activity Description</b>	<b>Amount</b>
.1 Administration (Not to Exceed Percentage set forth in <b>Subsection B of Section 4</b> of Award Agreement)	Actual Costs
.2 Direct Program Costs	Actual Costs
<b>TOTAL GRANT AMOUNT</b> (Amount awarded and obligated under this Agreement)	