

**HOME INVESTMENT PARTNERSHIPS PROGRAM TENANT-BASED RENTAL ASSISTANCE
AWARD AGREEMENT**

This is a Subaward

This is Not a Research & Development Award

CFDA #

U.S. Department of Housing and Urban Development

100% Federal Funding

Federal Award No. FAIN:

Federal Award Date:

FFATA Activity Description: TBRA

AGREEMENT NO. «Award_»

THIS HOME INVESTMENT PARTNERSHIPS PROGRAM TENANT-BASED RENTAL ASSISTANCE AWARD AGREEMENT (this “Agreement”) is made and entered into by and between the **Indiana Housing and Community Development Authority** (the “IHCDA” or “Authority”), a public body corporate and politic of the State of Indiana (the “State”), and **«Agency»** (the “Recipient”),

WITNESSETH:

WHEREAS, the Authority has been designated to receive, administer, and disburse funds under the HOME Investment Partnerships Program (“HOME”) created under The National Affordable Housing Act of 1990, as amended (the “Act”). As part of its HOME Program, IHCDA has designed a tenant-based rental assistance (“TBRA”) program to provide rental assistance payments to persons who were previous offenders and are now at risk of being homeless or are currently homeless; and,

WHEREAS, the Recipient has applied to the Authority for HOME funds and the Authority desires to make available HOME funds to the Recipient for the purpose of promoting affordable, decent, safe, and sanitary housing in Indiana.

NOW, THEREFORE, in consideration of the following mutual promises, the covenants, and conditions herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein as though set forth in their entirety.
2. Award, Project, Budget. The Authority awards the Recipient the sum of **«LongAwdAmt» and 00/100 Dollars (\$«Award_Amt_Granted»)** (the “Award”) for use by the Recipient pursuant to its application, submitted to IHCDA on **«AppReceived_date»** (the “Application”) as approved and or modified by the IHCDA (the “Application”), exclusively for the purpose and Tenant-Based Rental Assistance (“TBRA”) project outlined therein (the “Project”). Additional programmatic, statutory and regulatory requirements are attached hereto, made a part hereof, and marked Exhibit A (“Additional Programmatic, Statutory and Regulatory Requirements”). The Recipient has submitted a detailed budget for the Project that has been attached to this Agreement marked as Exhibit B (“Budget”), attached hereto and made a part hereof.
3. Representations, Warranties, and Covenants of Recipient. The Recipient hereby represents and warrants to the Authority and covenants with the Authority that:
 - (a) It shall timely perform or contract to have performed all work specified in the Application;
 - (b) It shall, from time to time, timely and promptly do each and every act and thing that may be necessary and/or appropriate to perform its duties and obligations under this Agreement, the Application, and the IHCDA’s current version of its TBRA Administration Manual, as amended from time to time (the “Award Manual”);

- (c) It shall not request any payment under this Agreement from IHCDA until those funds are actually needed to pay for eligible expenses;
- (d) Its request for any such payment shall be limited to the amount of expenses actually incurred by the Recipient at that time;
- (e) It shall promptly repay IHCDA for any HOME funds it utilizes for expenses that are deemed “ineligible” by any of the following: IHCDA, HUD, 24 CFR 92, an audit, or the Award Manual;
- (f) It shall not expend any part of the award for purposes other than the Project or spend any more of the Award for any class of items or activities than the amount allocated for such purposes in the appropriate line item of the Budget, a copy of which is attached hereto, made a part hereof, and marked Exhibit B;
- (g) All work and activities authorized and/or contemplated under this Agreement, the Application, and the Project will be performed in strict obedience, compliance, and observance of all applicable laws, rules, regulations, and executive orders of all Federal, State, and local governments and regulatory bodies, including the provisions of the Award Manual and its application, as amended from time to time;
- (h) It shall timely submit such records and reports as may be required from time to time by the Authority or the United States Department of Housing and Urban Development (“HUD”);
- (i) It has not taken and will not take any action or permit any action that is within its control to be taken or fail to take any action that would impair the Award or the Project. It shall timely prepare all fiscal and management records required by the Award Manual and/or the Authority that are necessary or appropriate to effectively administer the Award and/or monitor the Project;
- (j) It guarantees total satisfactory performance of all work contemplated by this Agreement, and it shall take any and all action necessary to correct or otherwise cure any problems or deficiencies identified by the Recipient or the Authority during their respective monitoring and evaluation of the Award and the Project;
- (k) No information or statement furnished by it to the Authority contains, and no report required to be or otherwise delivered by it to the Authority will contain, any untrue statement of a material fact or will omit to state any material fact necessary to make such information, statements, or reports not misleading;
- (l) It will maintain books, records, documents, and other evidence pertaining to the Project and all costs and expenses incurred and revenues received under this Agreement in sufficient detail to reflect all activities undertaken in connection with the Project and all costs, direct and indirect, of labor, materials, equipment, supplies, services, and other costs of whatever nature, for which payment is claimed under this Agreement. Such records shall be maintained for five (5) years after the period of rental assistance terminates. Records shall be retained beyond the prescribed period if any litigation, claim, negotiation, audit, or other action is begun involving this Agreement or the Project. In that instance, the records shall be retained until the litigation, claim, negotiation, audit, or other action has been finally resolved. Records covering displacement and acquisition must be retained for not less than five (5) years after the date by which all persons displaced and all persons whose property is acquired for the Project have received the final payment to which they are entitled under 24 C.F.R. 92.353;
- (m) The Recipient shall only submit claims to IHCDA for the reimbursement of eligible expenses that have been paid for by the Recipient for the Project.

4. Term of Agreement/Period of Performance. This Agreement shall commence as of «**Effective Date**» (“Effective Date”) and shall remain in effect throughout «**Expiration Date**» (“the “Expiration Date”). The

Recipient must expend and disperse the entire amount of the Award within twenty-four (24) months of the Effective Date of this Agreement.

5. Method of Payment. Unless otherwise provided in the Amendments and Technical Corrections to the Project, the Recipient shall request payments from the State's HOME Investment Trust Fund. The IHCDA shall disburse to the Recipient an amount not in excess of the Award upon: (i) receipt of a request for disbursement on form "Claim Voucher" properly executed by the Recipient; (ii) receipt of all proper materials, receipts, and approvals provided herein, together with such other documentation as the Authority may, from time to time, request; and (iii) appropriate assurance and/or evidence satisfactory to the IHCDA that the Recipient is in full and strict compliance with the requirements of this Agreement, the Act, and all implementing regulations promulgated by HUD.
6. Limitations on Expenditures of Program Funds.
 - (a) Costs associated with the environmental review, program delivery, or property acquisition may be incurred by the Recipient, if authorized by IHCDA. The Recipient must request in writing a "Pre-Award Release of Funds Letter". However, authorization by IHCDA to incur any costs, including environmental review, program delivery, or property acquisition costs, does not constitute a guarantee that such costs will be paid or reimbursed by the Authority. All costs incurred by the Recipient prior to the execution of the Award and receipt of a "Notice of Release of Funds and Authorization to Incur Costs" from IHCDA, are incurred voluntarily, at the Recipient's risk, and upon its own credit and expense.
 - (b) The Recipient shall not obligate or utilize HOME funds for any activities requiring a notice of release of funds by the State under the Environmental Review Procedures applicable to the HOME program set forth in 24 C.F.R. Parts 50 and 58, and any successor statute or regulation, until such release is issued in writing.
7. Termination; Cancellation of Funding.
 - (a) By the IHCDA for Breach. The IHCDA may immediately suspend or terminate this Agreement if the Recipient fails to comply with any material term of this Agreement.
 - (b) By Recipient. This Agreement may be terminated at any time, by the Recipient, with or without cause, upon thirty (30) days written notice. Written notice of such termination must be sent to the IHCDA by certified mail, return receipt requested, postage prepaid. After mailing of such notice of termination, no new or additional liabilities shall be incurred without the prior written approval of the IHCDA.
 - (c) For Convenience. 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 Recipient of a Termination Notice, specifying the extent to which such termination becomes effective. The Recipient shall be compensated for completion of activities properly performed prior to the effective date of termination. The IHCDA will not be liable for activities performed after the effective date of termination.
 - (d) Funding Cancellation. When the Director of the State Budget Agency or the Executive Director of IHCDA makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall automatically terminate. Any determination by the Budget Director or the Executive Director of IHCDA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
 - (e) Cross-Default. This Agreement may be suspended and/or terminated immediately if the Recipient has committed fraud or has misused or misappropriated funds received under this Agreement or another agreement between the Recipient and the IHCDA. In this event IHCDA may de-obligate and/or re-distribute all or any portion of this award to another recipient. Further, Recipient's breach or default

with respect to other agreements or obligations related to the Project shall constitute a material breach of this Agreement.

- (f) Effect of Termination. Upon expiration or termination of this Agreement for any reason, the Recipient shall account for and transfer to the IHCD A any unexpended funds on hand, any accounts receivable attributable to the use of the Award, and all program income relating to the Award.
- (g) If the Award is terminated for the Recipient's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Award:
- i. The termination decision will be reported to the OMB-designated integrity and performance system accessible through SAM;
 - ii. The information will be available in the OMB-designated integrity and performance system for a period of five years from the date of the termination, then archived.
8. Indemnification. The Recipient shall indemnify, save, and hold harmless the IHCD A, its directors, officers, employees, and agents of and from any and all claims, losses, damages, or expenses (including reasonable attorneys' fees) arising out of or in any way related to failure or alleged failure of the Recipient to strictly and timely perform its services, duties, and obligations promptly and properly under this Agreement. This section shall survive the termination or expiration of this Agreement.

NOTE: Any action, review, recommendation, approval, or other activity taken by or on behalf of the Authority does not expressly or impliedly, directly or indirectly, suggest, represent, or warrant that the Recipient or the Project is in compliance with applicable statutes, rules, regulations, applications, or other statements. Rather, the Recipient acknowledges that it is solely responsible for all such matters.

9. [INTENTIONALLY OMITTED]

10. Award Conditioned Upon Receipt of HOME Allocation. All advances of the Award under this Agreement are subject to receipt by the State of sufficient Federal funds under the HOME program. Any termination, reduction, or delay of HOME funds to the State shall, at the option of the Authority, result in termination, reduction, or delay in making Award funds available to the Recipient.

11. Notice to Parties. Whenever any notice, statement, or other communication shall be sent to any party, it shall be sent by e-mail, first class U.S. mail, or via an established courier/delivery service to the following address, unless otherwise specifically advised by the Recipient:

(a) Notices to the Recipient shall be sent to:

«Contact Name, Title»

«Agency»

«Address»

«City», IN «Zip»

or

via e-mail,

(b) Notices to IHCD A shall be sent to:

Indiana Housing and Community Development Authority

30 South Meridian Street, Suite 900

Indianapolis, IN 46204

Attention: HOME TBRA Program

or

via e-mail

(c) With a copy to:

David Stewart, General Counsel

Indiana Housing and Community Development Authority

**30 S. Meridian Street, Suite 900
Indianapolis, IN 46204
or
via e-mail, dstewart2@ihcda.in.gov**

(d) Awarding Official:
**J. Jacob Sipe, Executive Director
Indiana Housing and Community Development Authority
30 S. Meridian Street 900
Indianapolis, IN
or
via e-mail, JSipe@ihcda.IN.gov**

12. Lobbying Activities. Pursuant to 5 U.S.C. § 1502, 31 U.S.C. § 1352, 24 CFR 87.110 (and any applicable successor sections), and any regulations promulgated thereunder, the Subrecipient hereby certifies that:
- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Subrecipient's receipt of any Federal contract, any Federal grant, or entering into of any cooperative agreement exceeding \$100,000, or its receipt of any Federal loan or loan guarantee exceeding \$150,000 and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, loan guarantee or cooperative agreement.
 - B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - C. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all tiers (Subrecipients, sub-grantees, contractors, sub-contractors, etc) shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person or entity, who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

13. Non-Discrimination Clause. Pursuant to applicable Federal and State law, the Recipient and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his/her race, color, religion, sex, handicap, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

In addition, the Recipient shall also carry out the Project in compliance with the Federal requirements set forth in 24 CFR part 5, subpart A, as are applicable to the HOME program. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Further, the Recipient agrees to comply with Section 282 of Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, that provides "No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an

otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.”

13. Maintaining a Drug-Free Workplace (Executive Order No. 90-5).

Pursuant to Executive Order No. 90-5, April 12, 1994, issued by Governor Evan Bayh, the Indiana Department of Administration requires the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total of which amount exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Applicant and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Recipient 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 the Applicant’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- (b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Applicant’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 violation 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 (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug use conviction for a violation occurring in the workplace no later than five (5) days after such a conviction;
- (d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision (c)-(2) above, or otherwise receiving actual notice of a conviction;
- (e) Within thirty (30) days after receiving notice under subdivision (c)-(2) above of a conviction, 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 purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- (f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

14. Independent Contractor. All parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees of one party shall not be deemed or construed to be the employees or agents of the other parties for any purpose whatsoever. Except as set forth in Section 8 of this Agreement, neither party will assume liability for any injury to any persons or any damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.

15. Uniform Administrative Requirements. The Recipient certifies that it will comply with the requirements and standards of all applicable provisions in the following:

- (a) Audit, Cost principles and uniform administrative requirements at 2 CFR 200; and
 - (b) 24 CFR subpart H, as applicable, except for 92.357.
16. Assurances and Certifications. The Recipient agrees to comply with the “Assurances and Certifications” set forth in Exhibit C. Those “Assurances and Certifications” are fully incorporated herein, and made a part hereof by reference.
17. Federal Funding Accountability and Transparency Act of 2006 (“FFATA”). FFATA reporting requirements will apply to any funding awarded by IHCDCA under this Agreement in the amount of \$25,000 or greater. The Recipient, as a sub-recipient, must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Recipient, the unique identifier of Recipient’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 Recipient shall provide IHCDCA with a valid Dun & Bradstreet (“D&B”) Data Universal Numbering System (“DUNS”) number that identifies the Recipient. Accordingly, the Recipient shall register for and obtain a DUNS number within fifteen (15) days of execution of this Agreement if it does not currently have a DUNS number. A DUNS number may be requested from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- B. System for Award Management (SAM)
The Recipient shall register in the System for Award Management (“SAM”), which is the primary registrant database for the U.S. Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Expiration Date 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 Recipient shall report the names and total compensation of the five (5) most highly compensated officers of Recipient in CCR **if** the Recipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) **and** \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); **and** if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Recipient may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Recipient shall still register and submit the other data requested.
18. Indirect Cost Rate. According to 2 CFR 200.414(f), the Recipient may charge a de minimis rate of 10% of modified total direct costs (“MTDC”). As described in 2 CFR 200.403, Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Recipient chooses to negotiate a rate, which the Recipient may apply to do at any time.

A proposal to establish a cost allocation plan or an indirect (“F&A”) cost rate, whether submitted to a Federal cognizant agency for indirect costs or maintained on file by the Recipient, must be certified by the Recipient using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in

Appendices III through VII, and Appendix IX in 2 CFR part 200. The certificate must be signed on behalf of the Recipient by an individual at a level no lower than vice president or chief financial officer of the Recipient.

19. Governing Law.

This Agreement shall be construed and governed in accordance with the laws of the State of Indiana. The parties agree to submit to the exclusive jurisdiction and venue of the courts of Marion County, Indiana for any action arising out of this Agreement.

20. Headings. The headings and subheadings herein are for the convenience of the parties hereto and shall have no legal effect upon the construction of this Agreement.

21. Non-Waiver. No waiver, forbearance, or failure by any party of its right to enforce any provision of this Agreement shall constitute a waiver or estoppel of such party's right to enforce such provision in the future.

22. Severability. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of this Agreement.

23. Exhibits. Exhibits A, B, and C, attached hereto, are fully incorporated herein.

24. Entire Agreement. The parties hereto acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms. This Agreement is the complete and final understanding between them and supersedes any and all other communications between them relating to the subject matter of this Agreement.

3. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Agreement, (2) the Award Manual, (3) the Exhibits prepared by the IHCD, (4) the Application, and (5) the Exhibits prepared by the Recipient.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties of perjury, that he/she is the Recipient, or that the undersigned is the properly authorized representative, agent, member or officer of the Recipient. Further, to the undersigned's knowledge, neither the undersigned nor has any other member, employee, representative, agent or officer of the Recipient, 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 I.C. §4-2-6-1, has a financial interest in the Agreement, the Sub-recipient attests to compliance with the disclosure requirements in I.C. §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 Recipient. 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, the Recipient and the IHCDA have, through duly authorized representatives, entered into this Agreement. The parties, having read and understand the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

Recipient:

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

Indiana Housing and Community Development Authority:

By: _____
Printed _____
Title: _____
Date: _____

EXHIBIT A
ADDITIONAL PROGRAMMATIC, STATUTORY AND REGULATORY REQUIREMENTS

Award Number: «Award_»
Recipient: «Agency»
Funding Source/Activity Type: HOME TBRA

The Recipient is bound by the contents of IHCDA’s HOME Investment Partnerships Program application package, the Award Manual, Memos, the Application, and any other IHCDA policy, directives, or memoranda that may be published from time to time.

AGREEMENT EXECUTION

The Recipient must execute and return this Award Agreement to IHCDA no later than «Date».

PERFORMANCE ON EXISTING AWARDS

The Recipient must receive a **good/acceptable** rating on IHCDA’s performance evaluation of time elapsed vs. funds drawn on all open, non-expired IHCDA awards before being allowed to draw any funds on this award.

PROGRAM GUIDELINES

The Recipient agrees to follow the written TBRA Program guidelines provided to it by IHCDA, as amended from time to time.

TENANT-BASED RENTAL ASSISTANCE SPECIFIC REQUIREMENTS

ELIGIBLE TENANTS

Eligible tenants/TBRA program participants are households in which at least one member of the household was formerly incarcerated. Eligible participants may be defined as (1) individuals existing the corrections system within six months who are at risk of homelessness due to a lack of stable housing; (2) individuals currently experiencing homelessness who were formerly incarcerated; or (3) individuals who were formerly incarcerated and are currently experiencing a housing crisis where enrollment in the TBRA program would prevent an eviction. Each household must also meet the following requirements: (1) the household’s income must be at or below the sixty percent (60%) of Area Median Income to initially qualify for the program; and (2) the household’s income must be at or below the eighty percent (80%) Area Median Income at the annual recertification for continued eligibility.

ELIGIBLE COSTS

Eligible costs are the rental assistance and security deposit payments made to provide TBRA for a family. Eligible costs also include utility deposit assistance, but only if this assistance is provided with TBRA or security deposit payment. Administration of TBRA is eligible only under general management oversight and coordination at §92.207(a), except that the costs of inspecting the housing and determining the income eligibility of the family are eligible as costs of the TBRA.

ANNUAL INCOME DETERMINATION

The Recipient must determine annual income by examining at least two (2) months of source documents evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement) for the family.

TERM OF RENTAL ASSISTANCE CONTRACT

The term of the rental assistance contract providing assistance with HOME funds may not exceed 24 months, but it may be renewed, subject to the availability of HOME funds. The term of the rental assistance contract must begin on the first day of the term of the lease for households signing a new lease. The term of the rental assistance contract must begin on the first day of the term of the TBRA Lease Addendum for households already entered in active lease agreements. For a rental assistance contract between the Recipient and an owner, the term of the contract must terminate on termination of the lease. For a rental assistance contract between the Recipient and a family, the term of the contract need not end on termination of the lease, but no payments may be made after termination of the lease until a family enters into a new lease.

RENT REASONABLENESS

The Recipient must disapprove a lease if the rent is not reasonable, based on rents that are charged for comparable unassisted rental units.

TENANT PROTECTIONS

The Recipient must ensure that the tenant has a lease that complies with the requirements in 24 CFR §92.253 (a) and (b).

LEASE AND LEASE ADDENDMUM

The Recipient must ensure that there is a written lease between each tenant and owner that receives TBRA. The lease must be for a period of not less than one year, unless mutually agreed upon by tenant and owner. The Recipient must receive approval from IHCDA prior to approving leases that are for a term of less than one year. The lease must incorporate IHCDA’s Lease Addendum which includes the VAWA provisions required pursuant to 24 CFR 359 and excludes the prohibited provisions set forth in 24 CFR 92.253(b).

MAXIMUM SUBSIDY

The amount of monthly assistance that the Recipient can pay on behalf of a household may not exceed the difference between HUD FMR for the unit size and thirty percent (30%) of the family's monthly adjusted income.

ANNUAL INSPECTIONS

Housing occupied by a family receiving tenant-based assistance under this section must meet the requirements set forth in 24 CFR 982.401. The Recipient must inspect the housing initially and re-inspect it annually.

SECURITY DEPOSIT

The amount of any security deposit provided in this Project may not exceed the equivalent of two month’s rent for the unit.

TENANT SELECTION

The Recipient must select participants in accordance with a written tenant selection policy that has been approved by IHCDA. The tenant selection policy must clearly specify how families will be selected for participation in their programs.

PROJECT COMPLETION

For TBRA, project completion means the final drawdown has been disbursed for the Project and the Recipient’s reporting requirements have been completed.

SUPPORTIVE SERVICES

The provision of Supportive Services is not a reimbursable administrative expense, however, the Recipient is required to track the amount of supportive services provided to participants receiving TBRA. For purposes of this Project, supportive services may include but are not limited to case management, mental health treatment, substance abuse treatment, counseling, etc.

PROJECT EVALUATION

The Project will be subject to ongoing monitoring to ensure compliance with federal program requirements, full expenditure/draw down of funds, timely entry of information into HMIS and the Project’s effectiveness in serving the target population.

The Project will be expected to meet the following spend-down of funds benchmarks, at minimum;

1. A minimum of twenty-five percent (25%) of rental assistance funds spent by quarter four (4) of eight (8)
2. A minimum of seventy-five percent (75%) of rental assistance funds spent by quarter seven (7) of eight (8)

OTHER FEDERAL REQUIREMENTS

AFFIRMATIVE FAIR HOUSING MARKETING REGULATIONS

Marketing Plan:

In accordance with 24 CFR 200.620 and 24 CFR 92.351, the Recipient must adopt an Affirmative Fair Housing Marketing Plan for rental containing five (5) or more HOME-assisted housing units. Affirmative marketing requirements and procedures also apply to all HOME- funded programs, including, but not limited to, tenant-based rental assistance programs. The Affirmative Fair Housing Marketing Plan must consist of actions that the Recipient will take to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, religion, sex, handicap or familial status or national origin, and describe the procedures that will be used by owners to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach (e.g., use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies). The Recipient must use form HUD-935.2A to create its Affirmative Fair Housing Marketing Plan.

Procedures:

The Recipient must also comply with the following:

- Maintain a nondiscriminatory hiring policy in recruiting from both minority and majority groups, including both sexes and the handicapped, for staff engaged in the sale or rental of properties.
- Instruct all employees and agents in writing and orally in the policy of nondiscrimination and fair housing.
- Specifically solicit eligible buyers or tenants reported to the Recipient.
- Prominently display in all offices in which sale or rental activity pertaining to the project or subdivision takes place the HUD-approved Fair Housing Poster and include in any printed material used in connection with sales or rentals, HUD-approved Equal Housing Opportunity logo or slogan or statement.
- Post in a conspicuous position on all \ project sites a sign displaying prominently either the HUD-approved Equal Housing Opportunity logo or slogan or statement.

CONFLICT OF INTEREST

The Recipient shall carry out the Project in accordance with the conflict of interest provisions prescribed in 24 CFR 92.356. Recipient further acknowledges and agrees that no persons described below, who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or financial benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person. The conflict of interest provisions in this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

LEAD-BASED PAINT

The Lead-Based Paint Poisoning Prevention Act (-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§4851-4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, R, and 40 CFR 745 apply to all housing occupied by program participants. Lead-based paint requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero bedroom dwellings. Accordingly the Recipient must ensure that the following steps are being taken:

1. **For every unit:**

- a. Providing all prospective families with the booklet entitled, "Protect Your Family from Lead in Your Home",
- b. Lead-Based Paint Exemption form is completed,
- c. HQS inspection is performed,
- d. Inspector uses Form HUD-52580, and
- e. Inspector must attend HUD Visual Assessment training at the following link: <http://www.hud.gov/offices/lead/training/visualassessment/h00101.htm> and certificate of completion submitted to IHCDA.

2. If child under six is in unit and unit was built prior to 1978 (additional items):

- a. Disclosure of known lead-based paint hazards to prospective tenants before the lease must be signed, **Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (LBP Disclosure Form) is completed,**
- b. The Recipient and Landlord **must execute an “Agreement for Ongoing Maintenance Activities related to Lead-Based Paint Requirements”**, drafted by IHCDA,
- c. Visual assessment for deteriorated paint is performed as part of the initial and periodic inspections required under 24 CFR 92.209(i),
- d. Deteriorated painted surfaces is stabilized and hazard reduction activities are performed,
- e. Paint stabilization is considered complete when clearance is achieved in accordance with 24 CFR 35.1340. If the owner does not complete the hazard reduction required by this section, the dwelling unit is in violation of Housing Quality Standards (HQS) until the hazard reduction is completed or the unit is no longer covered by this subpart because the unit is no longer under a housing assistance payment (HAP) contract with the Recipient. For the unit subsequently to come under a HAP contract with the Recipient for occupancy by a family with a child under age 6, paint stabilization must be completed, including clearance being achieved in accordance with §35.1340,
- f. Tenants are notified in accordance with 24 CFR 35.125(b)(1) and (c) describing the results of the clearance examination,
- g. All work is conducted in accordance with HUD safe practices,
- h. Records are maintained concerning paint stabilization by owners of deteriorated paint,
- i. Clearance examinations are performed after paint stabilization and before re-occupancy,
- j. Ongoing lead-based paint maintenance is performed,
- k. If the Recipient is notified by a public health department or other medical health care provider, or verifies information from a source other than a public health department or medical health care provider, that a child of less than 6 years of age, living in an COC-RR assisted unit has been identified as having an elevated blood lead level (“EBLL”), the Recipient must complete an environmental investigation of the dwelling unit. The environmental investigation must be completed in accordance with program requirements, and the result of the environmental investigation must be immediately provided to the owner of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the owner,
- l. Reevaluation shall be conducted and the Recipient shall conduct interim controls of lead-based paint hazards found in the reevaluation,
- m. Records are maintained concerning a child with an EBLL in a covered unit, and
- n. As part of ongoing maintenance asking each family to report deteriorated paint.

SECTION 3 REQUIREMENTS

Any recipient receiving an aggregate amount of \$200,000 or more from one (1) or more of the HUD CPD programs (i.e., CDBG, HOME, NSP, HOPWA, ESG, etc.) in a program year must comply with the Section 3 requirements. Section 3 provides preference to low- and very-low-income residents of the local community (regardless of race or gender) and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects.

EQUAL OPPORTUNITY AND FAIR HOUSING

The Recipient must comply with all Federal fair housing laws and regulations, including affirmative marketing and anti-discrimination policies. In addition, the Recipient must make a documented effort to solicit minority contractors and subcontractors for any work that will be contracted.

MEANINGFUL ACCESS FOR 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 Recipient agrees to take reasonable steps to ensure meaningful access, to activities funded with HOME Funds, by 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.

UNIFORM RELOCATION ACT

The Recipient must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of the Project. To the extent feasible, residential tenants must be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the building/complex upon completion of the Project. Therefore, the Recipient must follow the requirements set forth in 24 CFR 92.353 for (families, individuals, businesses, nonprofit organizations, and farms) that must relocate temporarily for the Project. In addition, if a (family, individual, business, nonprofit organization, or farm, including any corporation, partnership or association) moves permanently as a direct result of the acquisition, rehabilitation, or demolition of the Project the Recipient must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, and the implementing regulations at 49 CFR Part 24.

PROGRAM INCOME

Program income, as defined in 24 CFR § 570.500(a), received by the Recipient is to be returned to the IHCDA.

OMB SINGLE OR PROGRAM SPECIFIC AUDIT

- a. If Recipient expends \$750,000 or more in federal awards during the Recipient’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 Recipient expends less than \$750,000 in federal awards it must submit its audited financial statements or 990 (IRS Form 990, Return of Organization Exempt From Income Tax) to 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 Recipient must comply 2 CFR 501.
- c. Sanctions: If Recipient 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.

RELIGIOUS ORGANIZATIONS

1. Equal treatment of program participants and program beneficiaries.

- a. **Program participants.** Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in HOME program. Neither the Federal Government nor a State or local government receiving funds under the HOME program shall discriminate against an organization

on the basis of the organization's religious character or affiliation. Recipients and subrecipients of program funds shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

- b. **Beneficiaries.** In providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, program participants shall not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
2. **Separation of explicitly religious activities.** Recipients and subrecipients of HOME program funds that engage in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, must perform such activities and offer such services outside of programs that are supported with federal financial assistance separately, in time or location, from the programs or services funded under this part, and participation in any such explicitly religious activities must be voluntary for the program beneficiaries of the HUD-funded programs or services.
 3. **Religious identity.** A faith-based organization that is a recipient or subrecipient of HOME program funds is eligible to use such funds as provided under the regulations of this part without impairing its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, State, and local government, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct program funds to support or engage in any explicitly religious activities, including activities that involve overt religious content, such as worship, religious instruction, or proselytization, or any manner prohibited by law. Among other things, faith-based organizations may use space in their facilities to provide program-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a HOME program-funded religious organization 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.
 4. **Alternative provider.** If a program participant or prospective program participant of the HOME program supported by HUD objects to the religious character of an organization that provides services under the program, that organization shall, within a reasonably prompt time after the objection, undertake reasonable efforts to identify and refer the program participant to an alternative provider to which the prospective program participant has no objection. Except for services provided by telephone, the Internet, or similar means, the referral must be to an alternate provider in reasonable geographic proximity to the organization making the referral. In making the referral, the organization shall comply with applicable privacy laws and regulations. Recipients and subrecipients shall document any objections from program participants and prospective program participants and any efforts to refer such participants to alternative providers in accordance with the requirements of §92.508(a)(2)(xiii). Recipients shall ensure that all subrecipient agreements make organizations receiving program funds aware of these requirements.
 5. **Structures.** Program funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for explicitly religious activities. Program funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. When a structure is used for both eligible and explicitly religious activities, program funds may not exceed the cost of those portions of the acquisition, new construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to the HOME program. Sanctuaries, chapels, or other rooms that a HOME program-funded religious congregation uses as its principal place of worship, however, are ineligible for HOME program-funded improvements. Disposition of real property after the term of the grant, or any change in the use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).
 6. **Supplemental funds.** If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

CONFIDENTIALITY

Recipient must adopt procedures to ensure that all client information is handled and maintained in a confidential manner and in compliance with the requirements of all applicable state or federal laws, rules, and regulations, including, but not limited to, those relating to the release of Social Security numbers in I.C. § 4-1-10 and the notice of security breach provisions in I.C. § 4-1-11. Confidential information means any individually identifiable

information, whether oral or written, about the participants who receive services and/or assistance from grantees and/or sub-recipients of the IHCDA. Employees, agents, contractors or others who require access to confidential client information must sign a confidentiality agreement commensurate with the conditions set forth in this Agreement.

CONFLICT OF INTEREST POLICY

The Recipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engage in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by the 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 Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient.

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

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

CONFLICT OF INTEREST DISCLOSURE

The Recipient must disclose in writing any potential conflict of interest to IHCDA.

MANDATORY DISCLOSURE

The Recipient 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 Recipient's failure to make these disclosures may subject to the Recipient to remedies of non-compliance set forth in 2 CFR 200.338, which includes suspension or debarment.

APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS.

The Recipient shall comply with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

INTERNAL CONTROLS

The Recipient must:

- A. Establish and maintain effective internal control over federal funds that provides reasonable assurance that the Recipient is managing federal funds in compliance with Federal statutes, regulations, and the terms and conditions of the federal funding. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- B. Comply with Federal statutes, regulations, and the terms and conditions of federal funds.
- C. Evaluate and monitor the Recipient's compliance with statutes, regulations and the terms and conditions of the federal funds.

- D. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

Take reasonable measures to safeguard protected personally identifiable information and other information that IHCD or HUD designates as sensitive or the Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality

CLOSEOUT

- A. The Recipient must submit, no later than the Expiration Date, all financial, performance information and other information as required by the terms and conditions this Agreement and IHCD's Administrative Plan.
- B. The closeout of a Federal award does not affect any of the following:
1. The right of IHCD to disallow costs and recover funds on the basis of a later audit or other review.
 2. The obligation of the Recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 3. Audit requirements in subpart F of 2 CFR part 200.
 4. Real property requirements set forth in 24 CFR 570.505 and 2 CFR 200(j) and requirements related to program income in 24 CFR 570.504.
 5. Records retention requirements as set forth herein.

VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013

The Recipient must comply with the provisions listed below and ensure that the Landlord understands that it must comply with the following provisions.

A. NOTIFICATION OF OCCUPANCY RIGHTS UNDER VAWA AND CERTIFICATION FORM

The Recipient must provide the notice of occupancy rights set forth in Form HUD 5380 and the certification form set forth in Form HUD 5382 to any applicant that applies for HOME TBRA when the applicant's HOME TBRA is approved or denied. The Recipient must also provide the notice of occupancy rights set forth in Form HUD 5380 and the certification form set forth in Form HUD 5382 to the Tenant when the Recipient provides the Tenant with notification of termination of the HOME TBRA, and when the Recipient learns that the Landlord intends to provide the Tenant with a notification of eviction. **In addition, the Recipient must ensure that the Landlord knows that it must notify the Recipient before it bifurcates the lease or provides notification of eviction to the Tenant.**

B. REQUEST FOR VAWA PROTECTIONS

If any applicant or the Tenant represents to either the Landlord or the Recipient that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking entitled to the protections under 24 CFR 5.2005, or remedies under 24 CFR 5.2009, either the Landlord or the Recipient may request, in writing, that any applicant or the Tenant submit to the Recipient or the Landlord a completed Form HUD 5382. If any applicant or the Tenant does not provide the Form HUD 5382 as requested within 14 business days after the date that the Tenant receives a request in writing for such documentation from the Recipient or the Landlord, nothing in 24 CFR 5.2005 or 24 CFR 5.2009, which addresses the protections of VAWA, may be construed to limit the authority of either the Landlord or the Recipient, as applicable to:

- (1) Deny admission by any applicant receiving HOME TBRA or the Tenant;
- (2) Deny assistance to any applicant receiving HOME TBRA or the Tenant;
- (3) Terminate the participation of the tenant receiving HOME TBRA; or
- (4) Evict the tenant, or a lawful occupant that commits a violation of a lease.

Either the Landlord or the Recipient may, at its discretion, extend the 14-business-day deadline.

C. EMERGENCY TRANSFERS

The Recipient must implement the emergency transfer plan set forth in Form HUD 5381 as modified for HOME TBRA that was provided to the Recipient by IHCD and make the determination of

whether a tenant qualifies under the plan. The Recipient must provide Form HUD -5383 to the Tenant if it requests an emergency transfer. The Landlord must cooperate.

For the purposes of 24 CFR §5.2005(e)(7), the required policies must specify that for tenants who qualify for an emergency transfer and who wish to make an external emergency transfer when a safe unit is not immediately available, the participating jurisdiction must provide a list of properties in the jurisdiction that include HOME-assisted units. The list must include the following information for each property: The property's address, contact information, the unit sizes (number of bedrooms) for the HOME-assisted units, and, to the extent known, any tenant preferences or eligibility restrictions for the HOME-assisted units.

The Tenant may terminate the lease without penalty if the Recipient determines that the tenant has met the conditions for an emergency transfer under 24 CFR 5.2005(e).

D. CONFIDENTIALITY

- (1) Any information submitted to either the Recipient, the Landlord or property manager regarding a tenant's protections under VAWA, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking (confidential information), shall be maintained in strict confidence by the Landlord or property manager or the Recipient.
- (2) Neither the Recipient, the Landlord nor the property manager shall allow any individual administering assistance on behalf of the Recipient, the Landlord or the property manager or any persons within their employ (e.g., contractors) or in the employ of the Recipient to have access to confidential information unless explicitly authorized by the Recipient, the Landlord or the property manager for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.
- (3) Neither the Recipient, nor the Landlord, nor the property manager shall enter any confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is:
 - i. Requested or consented to in writing by the individual in a time-limited release
 - ii. Required for use in an eviction proceeding or hearing regarding termination of assistance from the HOME TBRA program or
 - iii. Otherwise required by applicable law.

The Recipient's, or the Landlord's or the property manager's compliance with the protections of 24 CFR 5.2005 and 24 CFR 5.2009, based on documentation received under this section shall not be sufficient to constitute evidence of an unreasonable act or omission by the Recipient or the Landlord, or the property manager. However, nothing in this paragraph shall be construed to limit the liability of the Recipient, or the Landlord, or the property manager for failure to comply with 24 CFR 5.2005 and 24 CFR 5.2009.

E. LEASE BIFURCATION

The Landlord may in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any requirements under the HOME TBRA program, bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:

- (1) Without regard to whether the household member is a signatory to the lease; and
- (2) Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

The Landlord must notify the Recipient before it bifurcates the lease.

F. REMAINING PARTICIPANTS FOLLOWING BIFURCATION OF A LEASE OR EVICTION AS A RESULT OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING.

If a family who is receiving HOME TBRA separates under 24 CFR 5.2009(a), the remaining tenant(s) will retain the HOME TBRA. The Recipient must determine whether the tenant that was removed from the unit will receive HOME TBRA.

G. PROHIBITED DENIAL/TERMINATION

Any applicant for assistance or the Tenant may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

H. CONSTRUCTION OF LEASE TERMS

An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:

- (1) A serious or repeated violation of a lease executed under a covered housing program by the victim or threatened victim of such incident; or
- (2) Good cause for terminating the assistance, tenancy, or occupancy rights under a covered housing program of the victim or threatened victim of such incident.

I. TERMINATION ON THE BASIS OF CRIMINAL ACTIVITY

The Tenant may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

- (1) The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and
- (2) The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.

J. VAWA LIMITATIONS

Nothing in this section limits the authority of either the Recipient or the Landlord, when notified of a court order, to comply with a court order with respect to:

- (1) The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
- (2) The distribution or possession of property among members of a household. Nothing in this section limits any available authority of the Landlord to evict or terminate assistance to the Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an affiliated individual of the Tenant. However, the Landlord must not subject the Tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.
- (3) Nothing in this section limits the authority of the Landlord to terminate assistance to or evict

the Tenant if the Landlord can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to property would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat” in 24 CFR 5.2003.

- (4) Any eviction or termination of assistance, as provided in subparagraph(3) of this section should be utilized by the Landlord only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

**EXHIBIT B
BUDGET
TO THE AGREEMENT**

Award Number: «Award_»
Recipient: «Agency»
Funding Source/Activity Type: HOME TBRA

BUDGET CATEGORY	HOME AMOUNT
Rental Assistance Payments, Security Deposits, & Utility Deposits	
Administration (10% max)	
TOTAL	

EXHIBIT C
HOME FUNDS ASSURANCES AND CERTIFICATIONS

The Recipient or Borrower hereby represents and warrants that:

- 1) The information in the Application is complete and accurate.
- 2) It possesses legal authority to apply for and receive HOME funds.
- 3) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Recipient or Borrower to act in connection with the Application and to provide such additional information as may be required.
- 4) The Recipient or Borrower is under no administrative restrictions from federal, state or local sources.
- 5) The Recipient or Borrower will comply with all state and federal requirements related to annual audits and the conflict of interest provisions of 24 CFR 92.356.
- 6) If applicable, it has complied with all requirements of Executive Order 12372, and that either:
 - A. Any comments or recommendations made by or through clearinghouses are attached and have been considered prior to submission of the Application.
 - B. The required procedures have been followed and no comments or recommendations have been received prior to submission of the Application.
- 7) No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME funds. In addition, HOME funds will be made available in accordance with the following:
 - A. The requirements of the Fair Housing Act (42 USC 3601-20 and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and Title VI of the Civil Rights Act of 1964 (42 UCS 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1;
 - B. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC 6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against physically disabled individuals under section 504 of the Rehabilitation Act of ; 1973 (29 USC 794) and implementing regulations at 24 CFR Part 8
 - C. The requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60, and the Indiana Code (I.C. 22-9-1-10), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts. Contractors and subcontractors on Federally assisted construction contracts shall take affirmative action to ensure fair treatment employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay other forms of compensation and selection from training and apprenticeship;
 - D. The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), by making efforts to encourage the use of minority and women's business enterprises in connection with HOME-funded activities. It will follow procedures acceptable to HUD (consistent with 24 CFR 85.36(e)) to establish and oversee a minority outreach policy to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, in all contracts it enters into under this award.
 - E. The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701 (u)) the purpose of which is to ensure that the employment and other economic opportunities

generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low-income persons, particularly those who are recipients of government assistance for housing.

- 8) It will adopt and maintain in effect at all times affirmative marketing procedures which consists of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status, or disability. In this case, the Recipient must have affirmative marketing procedures and requirements that apply in the context of the limited/preferred tenant eligibility for the Project. Affirmative marketing requirements and procedures also apply to all HOME- funded programs, including, but not limited to, tenant-based rental assistance.
- 9) All housing assisted with HOME funds constitutes HUD-associated housing for the purposes of the Lead-based Paint Poisoning and Prevention Act (42 USC 4821, et. seq.) and is, therefore, subject to 24 CFR Part 35.
- 10) It will adopt and maintain procedures to ensure that any person who is an employee, agent, consultant, officer, or elected official or appointed official of the non-participating jurisdiction, state recipient, or sub-recipient which are receiving HOME funds, who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds, or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may not obtain any contract, subcontract or agreement thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- 11) Neither the Recipient or Borrower, nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
- 12) The Recipient or Borrower shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001-4128).
- 13) The Recipient or Borrower will not request disbursement of funds until the funds are needed for payment of eligible costs. The amount of each request will be limited to the amount needed.
- 14) The Recipient or Borrower will give IHCDA, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to its HOME-assisted activities.
- 15) In accordance with the HOME Investment Partnerships Act and with 24 CFR 92.150 of the HOME Investment Partnerships Program Regulations, the Recipient or Borrower certifies that:
 - A. A certification that it is using and will use HOME funds for eligible activities and costs, as described in [§92.209](#) and that it is not using and will not use HOME funds for prohibited activities, as described in [§92.214](#) of this subtitle;
 - B. HOME funds will be used consistent with and pursuant to the State's Consolidated Plan approved by HUD, and all requirements of 24 CFR Part 92.
 - C. No Federal appropriated funds have been or will be paid, by or on behalf of it, 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 the awarding 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;
 - D. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and

submit Standard form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions; and

- E. It will require that the language of paragraph (c) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 16) HOME funds will not be provided to primarily religious organizations, such as churches, for any activity including secular activities. HOME funds will not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing, except as set forth under 24 CFR section 92.257.
- 17) If the Recipient or Borrower under this agreement is a sub-recipient, it will transfer to the Authority any HOME funds on hand and any account receivable to the use of HOME funds at the time of expiration of this Agreement.
- 18) By signing and submitting this certification, the prospective lower tier participant is providing the certification set out below.
- A. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- B. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. (A copy of these regulations may be obtained from IHCD.A.)
- D. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- E. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, declared ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
- G. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- H. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

- 1) The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.