

STATE OF INDIANA
INDIANA HOUSING AND COMMUNITY DEVELOPMENT
AUTHORITY

REQUEST FOR PROPOSAL

COMMUNITY SERVICES BLOCK GRANT SERVICE PROVIDER
FOR
DELAWARE AND GRANT COUNTIES

ISSUE DATE: DECEMBER 6, 2010

RESPONSE DUE DATE: DECEMBER 20, 2010 BY Noon EST

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS (RFP)*

Pursuant to Section 676A(a)(1) of the Community Services Block Grant Act (CSBG Act (Public Law 105-285, the Community Opportunities, Accountability, and Training and Educational Services Act of 1998)), the State of Indiana, through the Indiana Housing and Community Development Authority (IHCDA), solicits bids from interested Respondents to provide a broad range of services funded by and allowable under the federal Community Services Block Grant (CSBG) to low-income clients designed to eliminate poverty and foster self sufficiency in Delaware and Grant counties, Indiana while adhering to state and federal laws and regulations and fulfilling the state and federal goals and objectives of CSBG.

**Before submitting a response to this RFP, please confirm that Respondent meets the prerequisites set forth in the “Mandatory Specifications” section of this RFP. Questions regarding the Mandatory Specifications can be resolved by review of the CSBG Act.*

B. SCOPE OF WORK

Respondents receiving CSBG funds will work to reduce poverty; revitalize low-income communities, empower low-income families and individuals in rural and urban areas to become self-sufficient; improve the conditions in which low-income people live; and strengthen family and other supportive systems for low-income people, especially vulnerable populations. Focus will be on client contacts, client service delivery activities, and measuring and reporting agency performance and outcomes.

C. SCOPE OF PROCUREMENT

The services to low-income individuals and families in Delaware and Grant counties, Indiana shall begin on January 1, 2011 or as soon as possible thereafter and end on December 31, 2011. IHCDA reserves the option of renewing the initial contract yearly, for up to three additional years. **The total amount of CSBG funds which IHCDA will award under this RFP will be \$338,082 for the 2011 year.**

D. PROCUREMENT MANAGER

Cecelia Johnson-Powell is the contact person for this RFP. She can be contacted at: 327-234-5195 or cjpowell@ihcda.in.gov.

E. PROCUREMENT LIBRARY

By submitting a response to this RFP, Respondents are representing that they have read, understand and will comply with the CSBG Act and related guidance, policies and procedures published by the U.S. Department of Health and Human Services. Respondents are encouraged to review the material contained in the links below, and to become familiar with the CSBG resources at <http://www.acf.hhs.gov/programs/ocs/csbg/> prior to responding to this RFP.

1. Fact Sheet on CSBG Act of 1981
<http://www.acf.hhs.gov/programs/ocs/csbg/aboutus/factsheets.htm>
2. National Association for State Community Programs – What is Community Service Block Grant (CSBG)?
<http://www.nascsp.org/csbg/htm#forms>
3. Public Law 105-285 – Oct 27, 1998 Community Opportunities, Accountability and Training and Educational Services Act of 1998
<http://www.frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?>
4. Guide to Organizing & Reporting National Indicators of Community Action Performance
<http://nascsp.org/documents>

The foregoing list is not intended to be comprehensive and IHCDA is not responsible for Respondent's failure to know and understand the state and federal CSBG requirements.

II. RESPONSE FORMAT AND ORGANIZATION

A. RFP SUBMISSION REQUIREMENTS

The application package consists of one (1) original proposal and two (2) copies that will address the ability to offer CSBG services to either or both of Grant and Delaware counties, Indiana. **THE APPLICATION PACKAGE MUST BE SIGNED.** The proposals must be submitted by **12:00 PM, Eastern Standard Time, on December 20, 2010.** All proposals received on or before the deadline will be reviewed for selection. All proposals will be time and date stamped by IHCDA to evidence timely receipt.

Mail or hand-deliver proposals to the following address:

Cecelia Johnson-Powell
Indiana Housing and Community Development Authority
30 South Meridian Street, Suite 1000
Indianapolis, Indiana 46204
Attention: CSBG RFP

B. RFP SUBMISSION ITEMS

A complete proposal includes the information listed below. Proposals received without all of the items will be considered incomplete, and may be withdrawn from consideration.

1. Name, address, phone number, fax number, email address, and brief description of Respondent's business (1-2 pages).
2. Indication of whether Respondent is responding for Delaware County, Grant County or both (1 page). **Please note that applying for both counties will not necessarily result in an all-or-nothing decision by IHCDA. It is possible that IHCDA will, after evaluating all responsive proposals, request Respondent to consider accepting an award for one (1) of the two (2) counties.*
3. Information responsive to "Mandatory Specifications" section of this RFP (1-5 pages).
4. One paragraph description of the skills, abilities, and knowledge of the key personnel relating to the delivery of the proposed services (1-2 pages).
5. Narrative describing the Respondent's skills, abilities, and knowledge relating to services that assist low-income families and individuals including items such as :
 - 1) Employment
 - 2) Education
 - 3) Housing
 - 4) Nutrition
 - 5) Health
 - 6) Emergency Services
 - 7) Income Management
 - 8) Self-sufficiency

(1-3 pages)

6. A description of state and federal reimbursement contract experience within the past five (5) years, particularly including contracts with IHEDA (1 page).
7. A community action plan describing the services to be provided by the Respondent with CSBG funding received under this RFP. At a minimum, the plan should include a milestone chart including tasks to be performed, the time frame, the number of clients serviced, the number of staff designated for the completion of each task, and the measurement of the objectives and outcomes as set forth in the Results Oriented Management and Accountability. The plan should not be inconsistent with the purposes and goals of the CSBG Act, as set forth in Sections 672 and 676(b), nor should it be inconsistent with the State of Indiana CSBG Plan. (1-6 pages).
8. Using the CSBG Line Item Budget Form (See Exhibit A), Respondent should provide proposed costs, rates, and expenses. The proposal should include a detailed description and line item budget on how the grant will be used to serve the county(ies) for which Respondent is applying. The budget proposal form must be used to summarize all costs and expenses. ***Please note that the full amount available under the RFP is \$338,082. Therefore, if the Respondent is responding for only one of the two counties, it should not budget for the full amount available because it will not receive the full amount available. Instead, the Respondent should use its best efforts to estimate some lesser amount. Respondents applying for both counties should complete the budget estimating being awarded the full amount.***
9. Audited financial statements for previous two (2) years.
10. Executed copy of Term and Conditions (See final page of this RFP) (1 page).

III. MANDATORY SPECIFICATIONS

Responses not meeting the Mandatory Specifications will not receive further consideration from the Evaluation Committee and will not be eligible to receive an award under this RFP.

A. **ELIGIBLE RESPONDENT.** Section 676A(a)(1)(A) and (B) of the CSBG Act (below) identifies the entities eligible to respond to this RFP. ***Respondents not meeting either of the following criteria should not respond to this RFP:***

(A) a private nonprofit organization (which may include an eligible entity) that is geographically located in the unserved area, that is capable of providing a broad range of services designed to eliminate poverty and foster self-sufficiency, and that meets the requirements of this subtitle; and

(B) a private nonprofit eligible entity that is geographically located in an area contiguous to or within reasonable proximity of the unserved area and that is already providing related services in the unserved area.

The Respondent shall indicate which of these categories apply, with supporting documentation necessary to prove, as the case may be: (a) its 501(c)(3) designation, including the most recently filed IRS Form

990; (b) its current status as an eligible entity (see the definition of this term in the CSBG Act); (c) counties in which it provides program and services currently, and a description of such programs and services; and (d) counties in which it has physical locations. IHCD reserves the right to request, as supporting documentation, a statement of concurrence from an independent third-party (such as a funding source, a community action agency or other CSBG-eligible entity) indicating that Respondent fits either Section 676A(a)(1)(A) or Section 676A(a)(1)(B) of the CSBG Act.

B. PROPER BOARD STRUCTURE. Sections 676A(a)(2) and 676B of the CSBG Act set forth the requirements for the composition of the Respondent’s Board of Directors. The Respondent shall include a list of all members of the Board of Directors and a statement describing how the board members are selected in accordance with the above-referenced Sections. If the Respondent is not yet an eligible entity, Respondent must include a plan to configure the Board to comply with the CSBG Act before the effective date of the award to be made under this RFP (January 1, 2011).

C. GOOD STANDING. The Respondent must include a copy of its Certificate of Incorporation, Bylaws and a Certificate of Good Standing from the Indiana Secretary of State’s Office (may be ordered through https://secure.in.gov/sos/online_corps/name_search.aspx).

IV. EVALUATION

A. CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq., and after the contract(s) is/are awarded, the entire file may be viewed and copied by any member of the public. Respondents claiming a statutory exception to APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope marked “Confidential.” IHCD reserves the right to make determinations of confidentiality or seek the opinion of the Public Access Counselor. Prices are not confidential information.

B. KEY RFP DATES

ACTIVITY	DATE
Publication date of RFP	December 6, 2010
Proposal Due Date	December 20, 2010, by 12:00pm EST
Execute contract(s) with selected Respondent(s)	January 1, 2011
Contract expiration date	December 31, 2011

C. EVALUATION TABLE

Responses that meet the Mandatory Specifications will be evaluated by the Evaluation Committee on the following rubric:

CRITERIA	TOTAL POSSIBLE	TOTAL AWARDED	EVALUATOR'S COMMENTS
1. Skills, abilities, and knowledge of <u>key personnel</u> to be assigned to the project relating to the delivery of the services	5 points maximum		
2. Skills, abilities, and knowledge of <u>Respondent</u> relating to the delivery of the services	7 points maximum		
3. Respondent's history with reimbursement contracts over the past five (5) years, taking into consideration its past record of performance with IHCDAs contracts	8 points maximum		
4. Respondent's plan for providing services is comprehensive; creative; efficient; demonstrates effectiveness in meeting goals and purposes of CSBG Act and State Plan	12 points maximum		
5. Budget/cost to provide services	8 points maximum		
7. Respondent's financial standing	10 point maximum		
	50 points maximum		

D. EVALUATION PROCESS

1. Each proposal will be evaluated for adherence to requirements. Proposals that are incomplete or otherwise do not conform to the RFP Submission Requirements may be eliminated from consideration.
2. The Procurement Manager may contact an Respondent for clarification of any part of the proposal.
3. The Evaluation Committee may use other sources of information during the evaluation process.
4. Each proposal will be evaluated on the basis of the categories included in the Evaluation Criteria.
5. IHCDAs may then conduct separate negotiations to establish service areas, staffing levels and discuss details of the Respondent's proposal. At the conclusion of these negotiations, IHCDAs will make final selections under this RFP. More than one Respondent may be selected under this RFP. However if IHCDAs decides that no proposal is sufficiently advantageous to IHCDAs, then IHCDAs may take whatever action is deemed necessary to fulfill its needs, within the scope of the CSBG Act.
6. Respondents will be notified by mail or email of IHCDAs's decision.

V. TERMS AND CONDITIONS

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

1. This RFP is not an offer and shall under no circumstances be construed as an offer.
2. IHCDA expressly reserves the right to modify or withdraw this RFP or any part of this RFP at any time, whether before or after any proposals have been submitted or received.
3. IHCDA reserves the right to reject and not consider any or all of the proposals that do not meet the requirements of this RFP, including but not limited to: incomplete proposals and/or proposals offering alternate or non-requested services.
4. IHCDA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interest.
5. A copy of IHCDA's Contract Boilerplate is attached as "Exhibit B" to this RFP. By submitting a response to this RFP, Respondent acknowledges the acceptance of IHCDA's Contract Boilerplate and the understanding that such Boilerplate is non-negotiable.
6. In the event the Respondent selected does not enter into the required contract to carry out the purposes described in this RFP, IHCDA may withdraw the selection and commence negotiations with another party.
7. In no event shall any obligations of any kind be enforceable against IHCDA unless and until a written contract is executed.
6. Each Respondent agrees to bear all costs and expenses of its proposal and there shall be no reimbursement for any costs and expenses relating to the preparation of proposal submitted hereunder or for any costs or expenses incurred during negotiations.
7. By submitting a proposal in response to this RFP, each Respondent waives all rights to protest or seek any remedies whatsoever regarding any aspect of this RFP, the selection of a Respondent or Respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.
8. IHCDA reserves the right not to award a contract pursuant to this RFP.
9. IHCDA reserves the right to split the award between multiple Respondents.
10. All proposals received will become the property of IHCDA and will not be returned.

Respondent's Name: _____

Title: _____

Address: _____

Phone: _____ Fax: _____

Signature: _____ Date: _____

EXHIBIT A

CSBG LINE ITEM BUDGET FORM

See attached.

EXHIBIT B

CSBG CONTRACT BOILERPLATE

See attached.

EXHIBIT A

**CSBG BUDGET
FORM - PAGE 1**



Name of agency personnel who prepared this budget form.	
Name:	Phone:
Original () YES	MODIFICATION NO:

INSTRUCTIONS: Please complete the non-shaded areas
See page 2 Equipment Data and page 3 Budget Form Explanations

GRANTEE INFORMATION	
Agreement No: CS-	Program COMMUNITY SERVICE BLOCK GRANT
Agency Name:	Account Number:
Address (Number, Street)	Term of Agreement 1/1/2009 To: 12/31/09
Address (P. O Box Number)	EIN NUMBER
City, State, and ZIP Code (00000-0000)	Service Code 4200

AMOUNTS ENTERED SHOULD BE ROUNDED TO NEAREST WHOLE DOLLAR AMOUNT

LINE ITEM:	DESCRIPTION:	ACTUAL DOLLAR COST:
.1	ADMINISTRATION COSTS	\$
.2	EQUIPMENT PURCHASES	\$
.3	TRAVEL	\$
.4	INDIRECT COSTS:(Require Approval)	\$
.5	SUBCONTRACTED COSTS:	\$
	Direct Client Service/Programs	\$
	Facility Service Contracts	\$
	Professional Service Contracts	\$
.6	AGENCY PROVIDED SERVICES/PROGRAMS:	\$
		\$
RETURN WITH YOU AGREEMENT PER THE COVER LETTER INSTRUCTIONS:		TOTAL DOLLARS \$

This is to certify that I have reviewed this budget form and all proposed expenditure are properly allocable to the Federal Award.

Signature of Agency Executive Director	Date (Month, Day, Year)
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I approve the above budget/ budget modification

Signature of Community Development Supervisor or designee	Date (Month, Day, Year)
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EQUIPMENT PURCHASES

INSTRUCTIONS: List projected equipment purchases in excess of \$5,000.
NOTE: Purchase of equipment requires advance approval from HCSS. Approval of this budget does not replace the need for an equipment approval request with verification of a competitive bidding process. Please refer to HCSS Policy Manual for additional information regarding Procurement.

EQUIPMENT ITEMS	COST

COMMUNITY SERVICE BLOCK GRANTS:

Budget Form Explanations

IHCDA

EXPLANATION OF BUDGET ITEMS:

- .1 ADMINISTRATION COSTS:** Includes Personnel Services and other administrative costs.
PERSONNEL SERVICES: Gross salary paid to employees directly involved in program services and Employer portion of fringe including FICA, life and health, Worker Compensation, Insurance, Unemployment Insurance and pension/retirement benefits.
RENT AND UTILITIES: Depreciation where applicable, use allowances for buildings and equipment, interest on debt associated with buildings, operation and maintenance of the physical plant.
- .2 EQUIPMENT:** An article of non-expendable tangible personal property having a useful life of more than one year and has an annual cost of more than \$5,000. General purpose equipment means equipment which is usable for other than research, medical or technical activities and include, as an example, office furniture, furnishings, air conditioning equipment, printing costs equipment, motor vehicles, etc. (Also see Budget Page 2 -- must list projected equipment purchases and submit request for approval with appropriate documentation. If you have budgeted for equipment that was approved previously, please submit a copy of that approval with your budget.
- .3 TRAVEL:** (In-state and out-of state) Travel cost expenses are for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the organization. These costs may be charged on an actual, per diem, or a mileage basis. Consultant travel is NOT to be entered in this line item.
- .4 INDIRECT COSTS:** Costs that have been incurred for common or joint objectives and can not be readily identified with a particular final cost. Examples would be salaries, depreciation, use allowances on buildings and equipment, costs of maintaining facilities and general administrative costs such as accounting. (Rates are based upon a "base" usually salaries or direct costs (excluding capital and major subcontracts) and computed using the ratio between TOTAL indirect costs and the TOTAL direct costs of expenditures in the base for all agency programs regardless of funding source and then applied to each program. Rates must be approved in advance.
- .5 SUBCONTRACTED SERVICES/PROGRAMS:**
DIRECT CLIENT SERVICES/PROGRAMS - enter the amount of CSBG funds used to subcontract with agencies that provide direct services/programs to clients. This may include services such as education, budget counseling, medical/dental treatment, etc. Programs may include subcontracts to other agencies, such as: shelters, food banks, etc.
FACILITY SERVICE CONTRACTS - enter the amount of CSBG funds used to subcontracts for equipment or services, i.e., copiers, janitorial services, computer services, etc.
PROFESSIONAL SERVICE CONTRACTS - enter the amount of CSBG funds used to subcontract for personal services. These services may include attorney fees, financial consultants, etc.
- .6 AGENCY PROVIDED SERVICES/PROGRAMS:**
DIRECT CLIENT SERVICES/PROGRAMS: The amount of benefits in funds or services used to provide services to clients. This may include, but not limited to food baskets, vouchers, moving assistance, etc. Costs incurred to administer this program should NOT be charged here.

EXHIBIT B

AWARD AGREEMENT

NUMBER: «Org_Awd_No»

This Agreement, entered into by and between the Indiana Housing and Community Development Authority (hereinafter referred to as “IHCDA”), and «App_LegalApp» (hereinafter referred to as “Grantee”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide funding to Grantee so that Grantee may implement programs and conduct activities to ameliorate the causes of poverty in Grantee’s service area within the State of Indiana. Funding for this Agreement is provided by the United States Department of Health and Human Services (“HHS”) through the Community Services Block Grant Program (42 U.S.C. § 9901 et seq.).

II. GENERAL TERMS

- A. This Agreement shall become effective on «Effective_Date» remain in effect through «Expiration_Date».
- B. Grantee shall be reimbursed by IHCDA for allowable costs incurred by Grantee in accordance with this Agreement and the financial summary included herewith as “ATTACHMENT A,” for the fiscal year time periods specified in “ATTACHMENT A.” Grantee may be reimbursed for activities conducted through this Agreement in an amount not to exceed \$«Org_Total».00 “ATTACHMENT A” and each applicable, fiscal year award amount specified in “ATTACHMENT A.”
- C. Grantee agrees to comply with all statements, assurances, and provisions set forth in any proposal, program narrative, plan, budget, or other document submitted by Grantee and approved by IHCDA for the purpose of obtaining funding through this Agreement.
- D. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Agreement, (2) attachments to this Agreement prepared by the IHCDA, and (3) Grantee’s documents or budgets submitted and approved by IHCDA for the purpose of obtaining funding through this Agreement.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana. If

any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect.

- F. IHCDA will, in good faith, perform its required obligations under this Agreement and does not agree to pay any penalties, liquidated damages, interest, or attorneys' fees, except as required by Indiana law, in part, Indiana Code §§ 5-17-5-1 et seq., 34-54-8-5, and 34-13-1-6. Notwithstanding the provisions contained in IC § 5-17-5, the Parties stipulate and agree that any liability resulting from the State of Indiana's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.
- G. Grantee shall request and receive approval from IHCDA for any subcontracts awarded pursuant to this Agreement in an amount greater than Twenty-five Thousand Dollars (\$25,000.00). Grantee shall require any subcontractor to comply with the provisions set forth in this Agreement. Further, Grantee shall remain responsible to IHCDA for the performance of part or all of this Agreement by any subcontractor, and shall monitor the performance of any subcontractor. Grantee agrees to enter into written agreements with all subcontractors and to provide copies of all subcontracting agreements to IHCDA upon request. Grantee further agrees to notify IHCDA of a breach of any of provisions in this Agreement by a subcontractor and to discontinue any agreement with the specified subcontractor in the event of such a breach.
- H. In the performance of this Agreement, the parties acknowledge and agree that they are acting in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. The parties will not assume liability for any injury, including death, to any person, or damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.
- I. The Grantee certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Grantee agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Grantee. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Grantee is current in its payments and has submitted proof of such payment to the IHCDA.
- J. The Grantee warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the IHCDA of any such actions. During the term of such

actions, Grantee agrees that the IHCDA may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Agreement.

- K. The Grantee hereby affirms that it is properly registered with and owes no outstanding reports to the Indiana Secretary of State.
- L. Grantee agrees that the IHCDA may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that IHCDA may bar Grantee from contracting with the IHCDA in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the IHCDA and has submitted proof of such payment to the IHCDA.
- M. As required by Indiana Code § 5-22-3-7, the Grantee and any principals of the Grantee certify that:
 - 1. The Grantee, except for de minimis and nonsystematic violations, has not violated the terms of
 - a. Indiana Code § 24-4.7 [Telephone Solicitation Of Consumers],
 - b. Indiana Code § 24-5-12 [Telephone Solicitations], or
 - c. Indiana Code § 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
 - 2. The Grantee will not violate the terms of Indiana Code § 24-4.7 for the duration of the Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.
 - 3. The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee:
 - a. except for de minimis and nonsystematic violations, has not violated the terms of Indiana Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
 - b. will not violate the terms of Indiana Code § 24-4.7 for the duration of the Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.

III. SPECIFIC TERMS

- A. In conducting activities pursuant to this Agreement, Grantee specifically agrees to and certifies that it will comply with applicable provisions of 42 U.S.C. § 9901 et seq., and 45 C.F.R. Part 96; administrative requirements specified in Office of Management and Budget (“OMB”) Circular A-110, now reported at 2 C.F.R. Part 215, “The Common Rule” (formerly OMB Circular A-102); and all other

applicable federal, state, and local laws, rules, regulations, administrative procedures, guides, manuals, program rules, regulations, and definitions, and any amendments thereto, in performing its obligations under this Agreement.

- B. In providing services or conducting activities with funds provided through this Agreement, Grantee agrees to abide by the applicable certifications required by HHS identified in 42 U.S.C. § 9908(b).
- C. Grantee acknowledges and agrees that it may not use any funds provided through this Agreement for the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.
- D. In making any procurement or entering into any contract that requires the expenditure of funds provided pursuant to this Agreement, Grantee shall adhere to the provisions of applicable federal regulations, Office of Management and Budget Circulars A-110, now reported at 2 C.F.R. Part 215, or “The Common Rule,” and State policies regarding procurement.
- E. Grantee acknowledges and agrees that its board of directors or governing body must meet the standards for board composition specified in 42 U.S.C. § 9910 and I.C. § 12-14-23-6.

IV. ADMINISTRATION OF FUNDS

- A. Funding shall be paid to Grantee as a reimbursement for authorized expenses incurred pursuant to this Agreement and in accordance with the fiscal policies and procedures of the State of Indiana. Grantee must maintain and implement written procedures to minimize the time elapsing between the transfer of funds to Grantee and Grantee’s issuance or redemption of checks, warrants, or payments by other means for program purposes.
- B. The parties agree that IHCDA’s payment through this Agreement is subject to and conditioned upon the availability of funds. If funds are reduced during the term of this Agreement, IHCDA is under no obligation to make payment hereunder, except to the extent that funds are available.
- C. Grantee shall maintain financial and accounting records which identify costs attributable to each SERVICE CODE and COMPONENT DESCRIPTION specified in “ATTACHMENT A.” Grantee shall further maintain annual, written cost methodologies, approved by IHCDA, which identify procedures for attributing costs to each SERVICE CODE and COMPONENT DESCRIPTION. More restrictive fiscal accountability may be required of Grantee by IHCDA should IHCDA determine that Grantee is financially unstable, has a history of

poor accountability, or has a management system which does not meet the standards required by the State of Indiana or the United States Government.

- D. 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.
- E. 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."
- F. Grantee agrees to follow generally accepted accounting procedures and practices which sufficiently and properly reflect all costs incurred by Grantee pursuant to this Agreement. Grantee shall manage all funds received through this Agreement in accordance with the May 10, 2004, revised versions of the applicable cost principles identified in Office of Management and Budget Circulars A-87 (Government Entities) and A-122 (Nonprofit Organizations), now reported at 2 C.F.R. §§ 225, 230.
- G. Grantee shall submit to IHCDA, at least monthly, properly completed claims for reimbursement of costs incurred by Grantee under this Agreement. Claims shall be submitted on forms provided by IHCDA and pursuant to instructions issued by IHCDA.
- H. No costs may be incurred against this Agreement by Grantee before or after the effective period previously specified and each fiscal year period specified on "ATTACHMENT A." Claims should be submitted to IHCDA within sixty (60) calendar days after the date costs are incurred. All final claims and reports must be submitted to IHCDA within 60 calendar days after the expiration of each fiscal year period specified on "ATTACHMENT A," or the termination of this Agreement, or IHCDA may deny payment.
- I. Grantee shall liquidate all outstanding obligations properly incurred during the term of this Agreement no later than 60 calendar days after the expiration of each fiscal year period specified in "ATTACHMENT A," or termination of this Agreement.
- J. Grantee shall, upon written demand by IHCDA, be required to repay IHCDA all sums paid by IHCDA to Grantee for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit or review of Grantee results in an audit exception or cost disallowance, IHCDA shall have the right to set off such amount against current or future allowable claims,

demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount.

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

V. AUDITS, RECORDS, REPORTS, AND INSPECTIONS

- A. Following the expiration of each annual fiscal year period specified in “ATTACHMENT A,” or termination of this Agreement, Grantee shall secure an audit of funds provided by IHCDA pursuant to this Agreement. Such audit shall be conducted by an independent public or certified public accountant (or as applicable, the State Board of Accounts), and performed in accordance with all directives provided by IHCDA, Indiana Code § 5-11-1-1 *et seq.*, the Indiana State Board of Accounts’ publication entitled “Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources,” and applicable provisions of the Office of Management and Budget Circular A-133, entitled “Audits of States, Local Governments, and Non-Profit Organizations,” and any implementing regulations amended to conform to the revised A-133. Unless Grantee is an agency of the State of Indiana, or is a local or quasi-governmental agency, Grantee shall timely file an “Entity Annual Report” (“Form E-1”) with IHCDA and the Indiana State Board of Accounts. All audits must be submitted to IHCDA within the earlier of 30 days after receipt of the auditor’s report, or nine months after the end of the audit period. Grantee agrees to provide a legible copy, or if requested an original, of all audits to IHCDA at 30 South Meridian St., Suite 1000, Indianapolis, IN 46204.
- B. IHCDA and the Indiana State Board of Accounts reserve the right to approve any auditor to be employed by Grantee to conduct the audit specified above. Further, if applicable, Grantee shall require its subcontractors to secure audits in accordance with Subparagraphs V.A., and to timely file all reports required by the State Board of Accounts.
- C. Grantee shall maintain those books, records, and documents, including, but not limited to, payroll records, banking records, accounting records, and purchase orders, which are sufficient to document Grantee’s financial activities and Grantee’s claims for reimbursement under this Agreement. Further, Grantee shall establish, maintain, and provide to IHCDA such other statistical reports and program reports as are required by the laws, regulations, and policies of the State of Indiana or the United States Government, including any close-out reports required by IHCDA.

- D. The parties agree that prompt compliance by Grantee with a request by IHCDA to submit program and financial documentation is critical to this Agreement and that a failure of Grantee to comply with any such request could result in immediate suspension of payments hereunder or termination of this Agreement by IHCDA.
- E. Grantee shall maintain all records relative hereto during the effective period of this Agreement and for a period of 3 years from the date Grantee submits to IHCDA its final financial status report pursuant to this Agreement, or one year from the resolution of any outstanding administrative, program or fiscal audit question, or legal action, whichever is later. The retention period for records relating to any equipment authorized to be purchased through this Agreement begins on the date of the disposition, replacement, or transfer of such equipment.
- F. 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.
- G. The parties agree that IHCDA and the United States Government shall have the right to enter the premises of Grantee or any subcontractor of Grantee and inspect or audit any records and property maintained by Grantee or its subcontractors in connection with this Agreement. Grantee and its subcontractors shall make all books, records, and documents that relate to their activities under this Agreement available for inspection, review, and audit when requested by authorized representatives of the State of Indiana or the United States Government.
- H. Grantee shall ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit, or inspection conducted by authorized representatives of the State of Indiana or the United States Government.
- I. Grantee agrees that IHCDA has the right to make recommendations and findings in connection with any program or fiscal audit of Grantee's operations related to this Agreement, and Grantee agrees to comply with any corrective actions specified by IHCDA, within the time limits established by IHCDA.
- J. Following any IHCDA monitoring visit to Grantee, IHCDA will provide a written report to Grantee. IHCDA's report may contain observations, evaluations, suggestions and/or specific directions for corrective action by Grantee. In the event that specific corrective action is required, Grantee will have 45 days from the receipt of the directions to comply, unless a different time period for correction is specified by IHCDA. A failure of Grantee to comply with IHCDA's specific directions will be treated as a breach of this Agreement. In the case of a dispute, IHCDA and Grantee will meet at the earliest convenience to resolve the issue in question.

- K. Grantee shall, on an annual basis, compile a schedule of all inventory, capital equipment, and any unusable property in Grantee's possession purchased with federal or state funds through this Agreement. The schedule shall be maintained at Grantee's office(s) and provided to IHCDA upon request. The schedule shall include:
1. A brief description of the property;
 2. A manufacturer's serial number, model number, federal stock number, national stock number, or other identification number of the property;
 3. The source of the property, including the award number;
 4. Whether title vests in the Grantee or the federal government;
 5. The acquisition date (or date received, if the equipment was furnished by the federal government) and cost of the property;
 6. Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
 7. The location and condition of the property and date the information was reported;
 8. Unit acquisition cost; and
 9. Any ultimate disposition data including the date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the federal awarding agency for its share.
- L. Grantee shall submit all relevant depreciation schedules applicable to the audit period at the time Grantee submits its independent audit report.
- M. 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.

VI. MODIFICATION

- A. The parties agree that due to the uncertain availability of state and/or federally allocated funds, the "TOTAL DOLLAR AMOUNT" and the award for any fiscal year period specified in "ATTACHMENT A" of this Agreement may be unilaterally decreased by IHCDA immediately upon Grantee's receipt of written notice. Notice shall be delivered to Grantee at the address specified in "ATTACHMENT A," by certified or overnight mail.
- B. Grantee shall notify IHCDA within 10 days of any termination of activities reimbursable pursuant to this Agreement. In the event of such termination,

IHCDA may reduce the funding to Grantee set forth in “ATTACHMENT A” in accordance with the procedures specified in subparagraph C of this section.

- C. IHCDA may conduct periodic reviews of the utilization of funds provided by IHCDA pursuant to this Agreement. After such a review, IHCDA may decide to reduce or redistribute the funding available to Grantee. IHCDA shall give 10 days notice of its decision to reduce or redistribute the funding, which notice shall include a statement of reasons for such reduction or redistribution. Grantee may, within the ten-day notice period, present to IHCDA written documentation explaining why such a reduction or redistribution should not become final. IHCDA retains the right, after a review of such documentation, either to implement or to modify its proposed actions.
- D. In accordance with “ATTACHMENT A,” should IHCDA or Grantee determine that budgeted amounts for any fiscal year period, SERVICE CODE, COMPONENT DESCRIPTION, or SERVICE TOTAL require modification, such changes may not require the execution of a formal amendment, but may be accomplished by written notice from IHCDA to Grantee, so long as the changes do not increase the “TOTAL DOLLAR AMOUNT” specified in “ATTACHMENT A.”
- E. Notwithstanding any other provision of this Agreement, the parties acknowledge that this contract is subject to modification by mutual Agreement of the parties. Such modifications, if any, shall be set forth in writing and shall become a part of this Agreement. Such modifications shall also be subject to review upon any subsequent renewal of this Agreement; however, nothing in this Agreement shall be construed as a commitment to execute future Agreements with Grantee or to extend this Agreement in any way.

VII. SUSPENSION AND TERMINATION

- A. 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.
- B. If IHCDA determines that any breach of this Agreement by Grantee endangers the life, health, or safety of its employees or agents, or applicants for or recipients of services under this Agreement, IHCDA may terminate this Agreement by orally notifying Grantee of the termination, followed by the mailing of written notification thereof within 3 business days specifying the reasons for the termination. Termination pursuant to this paragraph shall become effective at the time of the oral notification.

- C. 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.
- D. Grantee agrees that IHCDA may terminate this Agreement if Grantee ceases doing business for any reason. IHCDA will notify Grantee of the termination, in writing, by certified or overnight mail. The termination shall be effective from the date Grantee ceases doing business.
- E. 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.
- F. Grantee shall provide written notice to IHCDA of any change in Grantee's address, legal name or legal status including, but not limited to, a sale or dissolution of Grantee's business. IHCDA reserves the right to terminate this Agreement should Grantee's legal status change in any way. Termination pursuant to this paragraph shall be effective from the date of the change in Grantee's legal status.
- G. Grantee acknowledges and agrees that due to programmatic changes required in the Community Services Block Grant Program by IHCDA and/or HHS, IHCDA may terminate this Agreement at the end of any fiscal year period specified in "ATTACHMENT A" upon 60 days written notice to Grantee specifying the reasons for termination.
- H. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the IHCDA, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the Grantee or its agents violate any applicable ethical standards, the IHCDA may, in its sole discretion, begin the appropriate administrative proceeding to terminate this Agreement. In addition, the Grantee may be subject to penalties under Indiana Code § 4-2-6-12.
- I. If this Agreement is terminated pursuant to any paragraph in this section, Grantee shall remit to IHCDA, within 60 days of such termination, any unexpended funds and such other payments received by Grantee determined to be due IHCDA. The

action of IHCDA in accepting any such amount shall not constitute a waiver of any claim that IHCDA may otherwise have arising out of this Agreement.

- J. Upon expiration of any fiscal year period specified in “ATTACHMENT A,” or termination of this Agreement, IHCDA may require that all documents including, but not limited to, client files, data, studies, and reports prepared by Grantee pursuant to this Agreement, and all property purchased by Grantee with state or federal funds under this Agreement, be delivered to IHCDA. IHCDA may require the transfer of records or property to its own offices or to a designated successor.
- K. IHCDA shall provide a full and detailed accounting of any property or records taken from Grantee and shall make any records available to Grantee as necessary for subsequent audit. IHCDA and Grantee may negotiate amounts of reimbursement related to Grantee’s expenses for a period of closeout. In no event, however, shall IHCDA reimburse Grantee an amount exceeding the “TOTAL DOLLAR AMOUNT” or any applicable fiscal year award 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 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.

VIII. CONFIDENTIALITY

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

IX. INDEMNIFICATION

Grantee shall indemnify, defend, and hold harmless IHCDA and the State of Indiana, and their employees, agents, and officials, against any and all actions, liabilities, losses, damages, costs, or expenses which they may sustain, incur, or be required to pay by reason of any person suffering bodily injury, death, or property loss or damage as a result of any act or omission of Grantee, or any officer, agent, employee, or subcontractor thereof, in carrying out activities under this Agreement. Grantee shall require any subcontractor to indemnify Grantee, IHCDA, and the State of Indiana,

and their employees, agents, and officials, as part of any subcontract issued pursuant to this Agreement. The IHCDA shall not provide such indemnification to Grantee.

X. INSURANCE AND BONDING

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

XI. FEES

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

XII. PROGRAM INCOME

Any program income earned by Grantee from activities conducted with funds obtained

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

XIII. LICENSING STANDARDS

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

XIV. ELIGIBILITY AND APPEALS

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

XV. NON-DISCRIMINATION

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

- B. Grantee further agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), the Drug Abuse Prevention and Treatment Amendments of 1978 (21 U.S.C. § 1101 et seq.), the Public Health Service Act of 1944 (42 U.S.C. §§ 290dd through 290dd-2), and all other non-discrimination regulations of the United States Government to ensure that no person shall, on the grounds of race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran, be excluded from participating in or denied the benefit of Grantee's services, or otherwise be subjected to discrimination under any program or activity for which Grantee or its subcontractors receive, directly or indirectly, federal or state financial assistance, and Grantee agrees to immediately take measures to effectuate this provision.
- C. The parties agree that any publicity release or other public reference, including media releases, informational pamphlets, etc., relative to the services provided under this Agreement, will clearly state that all services are provided without regard to race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran.

XVI. RELIGIOUS ACTIVITIES

Grantee agrees that activities conducted with funding obtained through this Agreement shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder.

XVII. POLITICAL ACTIVITY

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

XVIII. DRUG-FREE WORKPLACE CERTIFICATION

- A. Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the IHCDCA within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in Grantee's workplace.
- B. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the

contract or Agreement and/or debarment of Grantee from doing further business with the State of Indiana for a period of up to three (3) years.

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

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

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

- (1) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Establishing a drug-free awareness program to inform employees of (1) the dangers of drug abuse in the workplace; (2) Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs, and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
- (3) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (4) Notifying in writing the IHCDA and the Indiana Department of Administration within 10 days after receiving notice from an employee under subparagraph (3) above, or otherwise receiving actual notice of such conviction.
- (5) Within 30 days after receiving notice of a conviction under subparagraph (3) above, imposing the following sanctions or remedial measures on any employee who is convicted of drug

abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state, or local health, law enforcement, or other appropriate agency.

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

XIX. LOBBYING ACTIVITIES

- A. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, Grantee hereby assures that no federally appropriated funds have been paid, or will be paid, by or on behalf of Grantee, 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 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.
- 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, Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." If Grantee is required to submit Standard Form-LLL, the form and instructions for preparation of the form may be obtained from IHCDA.
- C. 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.

XX. DEBARMENT AND SUSPENSION

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

XXI. CONFLICT OF INTEREST

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

XXII. BUY AMERICAN ACT

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

XXIII. FEDERAL PARTICIPATION

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

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

XXIV. ENVIRONMENTAL TOBACCO SMOKE

Grantee certifies that it will comply with applicable provisions of the Pro-Children Act of 1994 (20 U.S.C. § 6081 *et seq.*), which require that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by Grantee and which is used routinely or regularly for the provision of health, day care, education, or library services to children under the age of

eighteen (18) years if the services are funded by federal programs either directly or through states or local governments by federal grant, contract, loan, or loan guarantee. This provision shall not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

XXV. AUTHORITY TO BIND

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

XXVI. 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.

XXVII. REMEDIES NOT IMPAIRED

No delay or omission of the IHCDCA 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.

XXVIII. 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.

XXIX. CHILDREN'S HEALTH INSURANCE PROGRAM

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

XXX. TAXES

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

XXXI. GRANTEE AFFIRMATION CLAUSE

The signatory for Grantee hereby affirms, under the penalty of perjury, that Grantee has not

altered, modified, or changed any section, paragraph, or clause of this document, in the form transmitted by IHCD A to Grantee for signature, without prior written approval of IHCD A.

XXXII. NON-COLLUSION

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

* * * * *

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NON-COLLUSION AND ACCEPTANCE

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

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

«App_LegalApp»

(Where Applicable)

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

Attested By: _____

Indiana Housing and Community Development Authority:

By: _____
Printed Name: Sherry Seiwert
Title: Executive Director
Date: _____

Grant Number «Org_Awd_No»