

FY2021 HOPWA RFQ INSTRUCTIONS

The Indiana Housing and Community Development Authority (“IHCDA”) seeks qualified applicants to implement and administer the Housing Opportunities for Persons with AIDS (“HOPWA”) program for the 2021 Fiscal Year (July 1, 2021 - June 30, 2022.)

PURPOSE:

The goal of the HOPWA Program is to ensure that affordable housing options and related housing services are available to low income persons with acquired immunodeficiency syndrome or related diseases and their families and to assist such persons in achieving and maintaining housing stability, thereby avoiding homelessness and improving their access to and engagement in HIV/AIDS treatment and care.

Instructions & Qualifications

A Qualified Organization IS:

- A private nonprofit organization (defined as tax-exempt secular or religious organization described in section 501(c)(3) of the Internal Revenue Code).
- An organization that does not have any unresolved findings from IHCDA or HUD.
- An organization that has staff or Board members affiliated with the organization that have attended Regional Planning Council on the Homeless meetings in the 2020 calendar year.
- An organization that has a Care Coordination designation from the Indiana State Department of Health.
- An organization that will have a Certificate of Consistency with the State of Indiana Consolidation Plan for the areas that its program will cover.
- An organization that has standards of financial accountability that conform to 2 CFR 200.302, ‘Financial Management’ and 2 CFR 200.303, ‘Internal Controls,’ which includes systems and software that allow for effective control over, and accountability for, all funds, property, and other assets.

If the applicant fails to demonstrate that these requirements have been met, its proposal will not be reviewed. In addition, applicants that are selected to receive HOPWA funds will be considered sub-recipients and will also be required to comply with the requirements related to “sub-recipients.”

Sub-recipients May Provide Any Or All of the Services Listed Below:

- Tenant-Based Rental Assistance (Long-term)
- Short-Term Rent, Mortgage, and Utility Assistance (“STRMU”)
- Housing Information Services
- Supportive Services
- Administration

APPLICATION DEADLINE

An interested applicant must submit its application to IHCDA via email no later than the deadline of **May 28th at 5:00 pm Eastern Time** (“the deadline”). Faxed and mailed applications will **NOT** be accepted. Applications received after the deadline will **NOT** be accepted unless prior approval was granted.

Email applications to:

Diane Walker

ESG Analyst

diwalker@ihcda.in.gov.

Directions on submitting the application are listed on the last page of this document.

Client Eligibility and Eligible Activities (A More Detailed Explanation):

Eligibility Criteria:

According to 24 CFR 574.3, the following are the minimum requirements for a household to be eligible to receive HOPWA assistance:

1. The household must have at least one person living with documented AIDS or related disease (HIV).
2. The household must be at or below 80% Area Medium Income (AMI) for the county in which the household resides (according to HUD income guide lines :)
3. However, at least 75% of all households served with HOPWA funding by the applicant must be at or below 50% AMI.
4. Household must be engaged in care coordination/case management; and
5. Household must reside within Indiana during the tenure of its receipt of HOPWA assistance.

A. Eligible Activities and Categories:

Applicants can use HOPWA funding for one or more of the eligible HOPWA activities listed below:

- 1) **Housing information services:** Including, but not limited to, counseling, information, and referral services to assist an eligible person to locate, maintain housing. This may also include fair housing counseling; applicants may also use acquire, finance and up to a combined maximum of 35% for Housing Information and individuals until Permanent Housing Placement costs.
- 2) **Project or tenant-based rental assistance:** [Including shared housing arrangements]
 - a. Tenant-Based Rental Assistance (TBRA) program: The program provides tenant-based rental assistance to eligible individuals until they are able to secure other affordable and stable housing.
- 3) **Short-term rent, mortgage, and utility:** [Payments to prevent homelessness]
 - a. Short-Term Rent, Mortgage, and Utility (STRMU) Assistance provides payments to prevent the homelessness of a tenant or mortgagor of a dwelling for costs accruing over a period of no more than 21 weeks during any 52 week period.
- 4) **Facility Operations:** In addition to STRMU housing assistance and Long-term rental assistance, HOPWA funds may be used in connection with a specific housing project or facility including:
 - a. Facility-based housing rental assistance, including master-leased units and project-based rental assistance;
 - b. Operating costs for housing including maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, and other incidental costs. See the program manual for specific allowed and disallowed costs along with instructions on costs and how to submit claims for these costs.

- 5) **Short Term Program Delivery:** [Includes staff time and supplies directly related to administering Short-Term Rent Mortgage and Utility (STRMU) assistance]
- a. **Eligible Expenses:**
- Staff time spent processing payments of assessing need.
- b. **Ineligible Expenses:**
- Anything related to addressing temporary emergency need in current housing.
- 6) **Supportive Services:** Including health (eligible persons only), mental health services, assessment, permanent housing placement, drug and alcohol abuse treatment and counseling, customized employment services, day care, personal assistance, nutritional services, intensive care when required, and assistance gaining access to Local, State, and Federal government benefits and services;
- 7) **Long-Term Program Delivery:** [Includes staff time and supplies directly related to administering Long-Term Rental Assistance]
- a. **Eligible Expenses:**
- Staff time spent verifying rent reasonableness.
 - Mileage to perform housing inspection.
- 8) **Permanent Housing Placement:** [Permanent housing placement services may be used to help eligible persons establish a new residence where ongoing occupancy is expected to continue. It may be used to compliment other forms of HOPWA housing assistance. For example, it can be used to adjust to changes in care needs by assisting persons transitioning from more supportive settings and programs with securing alternative housing arrangements.]
- a. **Eligible Expenses:**
- Application fees and Credit Check expenses.
 - First month's rent and security deposit (not to exceed two months' rent.)
 - One-time utility connection fees and processing costs.
- 9) **Program Administrative Guidelines:** [Applicants who are awarded HOPWA funds will be considered "Sub-recipients." Sub-recipients may use up to 7% of their HOPWA award for administration. Costs incurred in one contract year cannot be paid with funds from a different contract year.
- a. **Eligible Expenses:**
- Office Supplies
 - Postage
 - Rent and utilities for office space
 - Costs associated with attending HOPWA trainings.
 - Staff time spent creating reports, compiling claims, etc.

OTHER REQUIREMENTS:

- A. A Sub-recipient is required to enter specific data into HMIS.
- B. A Sub-recipient must have Internet access with regular e-mail availability and use a financial software system for accounting purposes that is functioning and operated in accordance with generally accepted accounting principles, or has designated an entity that will maintain such an accounting system.
- C. A Sub-recipient must sign an award agreement with IHCD.
- D. A Sub-recipient must execute Rental Assistance Payment Contracts (drafted by IHCD) with the tenants and landlords and ensure HP Lease Addendum (drafted by IHCD that contains HUD-prohibited lease provisions and VAWA language) is executed by the tenants and landlords.

- E. A Sub-recipient must comply with rent reasonableness requirements, property inspection requirements and Lead-based paint requirements.
- F. A Sub-recipient will be required to complete an Annual Performance Report (APR) and Financial Close-out Form, both due end of the year. APR's should be pulled from HMIS.

G. Appropriate Placement for Transgender Persons in Single-Sex Emergency Shelters and Other Facilities

On February 3, 2012, HUD published the *Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity* final rule (Equal Access Rule) (77 FR 20 5662). This final rule requires that HUD's housing programs be made available to individuals and families without regard to actual or perceived sexual orientation, gender identity, or marital status. The rule defines "gender identity" to mean "actual or perceived gender-related characteristics." 24 CFR 5.100; 77 FR at 5665. The final rule also prohibits owners and administrators of HUD-assisted or HUD-insured housing, approved lenders in an FHA mortgage insurance program, and any other recipients or sub-recipients of HUD funds from inquiring about sexual orientation or gender identity to determine eligibility for HUD-assisted or HUD-insured housing. The rule does not, however, prohibit voluntary self-identification of sexual orientation or gender identity, and it provides a limited exception for inquiries about the sex of an individual to determine eligibility for temporary, emergency shelters with shared sleeping areas or bathrooms, or to determine the number of bedrooms to which a household may be entitled. 24 CFR 5.105(a)(2).

HUD Guidance for Single-Sex Emergency Shelters or Other Facilities that Receive ESG, HOPWA, or CoC Funds

Assignments

HUD assumes that a recipient or sub-recipient ("provider") that makes decisions about eligibility for or placement into single-sex emergency shelters or other facilities will place a potential client (or current client seeking a new assignment) in a shelter or facility that corresponds to the gender with which the person identifies, taking health and safety concerns into consideration. A client's or potential client's own views with respect to personal health and safety should be given serious consideration in making the placement. For instance, if the potential client requests to be placed based on his or her sex assigned at birth, HUD assumes that the provider will place the individual in accordance with that request, consistent with health, safety, and privacy concerns. HUD assumes that a provider will not make an assignment or re-assignment based on complaints of another person when the sole stated basis of the complaint is a client or potential client's non-conformance with gender stereotypes.

Appropriate and Inappropriate Inquiries Related to Sex

For temporary, emergency shelters with shared sleeping areas or bathrooms, the Equal Access Rule permits shelter providers to ask potential clients and current clients seeking a new assignment their sex. Best practices suggest that where the provider is uncertain of the client's sex or gender identity, the provider simply informs the client or potential client that the agency provides shelter based on the gender with which the individual identifies. There generally is no legitimate reason in this context for the provider to request documentation of a person's sex in order to determine appropriate placement, nor should the provider have any basis to deny access to a single-sex emergency shelter or facility solely because the provider possesses identity documents indicating a sex different than the gender with which the client or potential client identifies. The provider may not ask questions or otherwise seek information or documentation concerning the person's anatomy or medical history. Nor may the provider consider the client or potential client ineligible for an emergency shelter or other facility because his or her appearance or behavior does not conform to gender stereotypes.

Privacy

If a client expresses safety or privacy concerns, or if the provider otherwise becomes aware of privacy or safety concerns, the provider must take reasonable steps to address those concerns. This may include, for example: responding to the requests of the client expressing concern through the addition of a privacy partition or curtain; provision to use a nearby private restroom or office; or a separate changing schedule. The provider must, at a minimum, permit any clients expressing concern to use bathrooms and dressing areas at a separate time from others in the facility. The provider should, to the extent feasible, work with the layout of the facility to provide for privacy in bathrooms and dressing areas. For example, toilet stalls should have doors and locks and there should be separate showers stalls to allow for privacy. The provider should ensure that its policies do not isolate or segregate clients based upon gender identity.

Example as it relates to Domestic Violence Providers

A recipient that operates a sex-segregated or sex-specific program should assign a beneficiary to the group or service which corresponds to the gender with which the beneficiary identifies, with the following considerations. In deciding how to house a victim, a recipient that provides sex-segregated housing may consider on a case-by-case basis whether a particular housing assignment would ensure the victim's health and safety. A victim's own views with respect to personal safety deserve serious consideration. The recipient should ensure that its services do not isolate or segregate victims based upon actual or perceived gender identity. A recipient may not make a determination about services for one beneficiary based on the complaints of another beneficiary when those complaints are based on gender identity.

H. Protections for victims of domestic violence, dating violence, sexual assault, and stalking.

The core statutory protections of VAWA that prohibit denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking applied upon enactment of VAWA 2013 on March 7, 2013 and the requirements set forth in 24 CFR part 5, subpart L, apply to tenant-based rental assistance received with HOPWA funds.

The core statutory protections of VAWA that prohibit denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking applied upon enactment of VAWA 2013 on March 7, 2013. The sub-recipient is responsible for ensuring that the landlord or property manager uses the HOPWA lease addendum with VAWA protections and is made aware of the option to bifurcate a lease in accordance with 24 CFR 574.460 and 24 CFR 5.2009. The sub-recipient must ensure that each tenant has the HOPWA lease addendum created by IHCD that incorporates all requirements that apply to the landlord or lease of HOPWA-assisted rental housing under 24 CFR part 5, subpart L, and 24 CFR 93.356, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c).

The Sub-recipient must ensure that the notice of occupancy rights which is set forth in Form HUD 5380 and the certification form set forth in Form HUD 5382 is provided to any tenant receiving HOPWA assistance at the following times:

1. At the time the person is denied rental assistance;
2. At the time the person is provided rental assistance;
3. With any of termination of rental assistance; and
4. During the 12-month period following December 16, 2016, either during annual recertification or lease renewal, whichever is applicable, or, if there will be no recertification or lease renewal for a tenant during the

I. Benchmarks:

If awarded, the applicant/sub-recipient understands, acknowledges, and agrees that Forty-five percent (45%) of the award must be claimed/expended by January 20, 2022.

IHCDA may, in its sole discretion, de-obligate and/or re-distribute all or any portion of the award if any of the following events occur: (1) the sub-recipient fails to meet applicable HOPWA Program requirements; (2) the sub-recipient fails to meet any benchmark, or deadline; (3) the project for which HOPWA Funds were approved is not provided in accordance with the Application, the Indiana 2020 Action Plan and the requirements of 24 CFR 574.3; or (3) the IHCDA concludes that is not likely that the sub-recipient will meet the expenditure deadline.

J. Performance Objectives

Federal agencies are required to measure the outcomes of their programs. The federal government /congress utilizes these

program results to assist in making funding decisions. HOPWA sub-recipients must be able to demonstrate the positive effects that their programs have on communities and individuals served. The Program Performance chart below illustrates the State of Indiana's CoC performance outcomes for Grant year 2019-2020 and IHCDA's Goals for 2020-2021

Performance Objective	2019-2020 Outputs	2020-2021 Goals
Housing Plan: <i>(Documented plan that identifies the household's ongoing housing stability needs and likely options for providing related assistance, including the use of other housing programs and mainstream health and human welfare programs. Housing plan should address budget and money management issues for clients in connection with their need to access medical treatment and supportive services associated with HIV/AIDS.)</i>	100%	100%
Contact with Case Manager: <i>(Collaborative process between client and Case Manager that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's health and human service needs within a set time frame on a regular and consistent basis.)</i>	100%	100%
Contact with Primary Care: <i>(A household's main source for regular medical care, ideally providing continuity and integration of health care services)</i>	73%	100%
Accessed Medical Insurance: <i>(Households that have received or maintained health insurance gaining entry into the health care system and getting access to sites where services are offered.)</i>	76%	95 %
Accessed Income:		

<i>(Households that received or maintained payments in lieu of earnings from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including lump-sums)</i>	58%	85%
Obtained a Job: <i>(Households that have gained employment)</i>	28%	30%

K. Ongoing Assessment:

The Sub-recipient will be required to conduct an ongoing assessment of the housing assistance and supportive services required by clients as identified in its Individual Housing and Service Plans, including an annual assessment of the clients' housing situation, a reevaluation of the appropriateness of rental subsidies or other support, and a report on annual results of program activities under the HOPWA client outcome goals for achieving stable housing, reducing risks of homelessness and improving access to healthcare and other support.

L. Claims For Reimbursement:

The Sub-recipients are reimbursed for services. There can be no more than 12 claims submitted for the fiscal year. Each claim submitted must contain service, operational or rental expenses either incurred or paid in the month claimed.

Claims shall be submitted to IHCD within sixty (60) calendar days after the calendar month in which the expenses are incurred or paid. For example, the last day a claim for March will be accepted will be 60 days after March 31. All final claims and reports must be submitted to IHCD within thirty (30) calendar days after the expiration of each effective period or any renewal periods or the termination of this Agreement. The fiscal year is July 1, 2020-June 30, 2021. Claims for reimbursement will be submitted through IHCD Online electronic claims system. Supporting documentation must be submitted electronically through IHCD Online. Reimbursements for eligible HOPWA expenses as provided and approved on HOPWA claim voucher will be directly deposited into the sub-recipient bank account approximately within 10 business days from IHCD approval.

M. Access to Records/ Inspections:

Financial records, supporting documents, statistical records, and all other records related to the HOPWA award must be retained for a period of four (4) years from the date of submission of the final expenditure report or closeout of the grant, whichever is occurs later. HUD, Inspectors General, the Comptroller General of the United States, and IHCD, or any of their authorized representatives or sub-contractors, must have the right of access to any documents, papers, or other records of the applicant to the HOPWA award, in order to make audits, examinations, excerpts, and transcripts so long as no identifiable data about persons who receive service is released (See 68 Fed. Reg., 43450) (7/22/2003). The right also includes timely and reasonable access to the applicant's personnel for the purpose of interview and discussion related to such documents.

N. Homeless Management Information System (HMIS) Software Requirement:

The Sub-recipient must ensure that it enters data on all persons that it serves for all activities assisted under HOPWA into the Homeless Management Information System ("HMIS") in accordance with HUD's standards on participation, data collection, and reporting requirements. The Sub-recipient is required to enter data into the HMIS on a regular and consistent basis. "Regular and consistent" means within a five (5) day period of intake or discharge. The Sub-recipient is required to enter the following data elements into HMIS: Name, Social Security Number, Date of Birth, Ethnicity, Race, Gender,

Veteran Status, Disabling Condition, Residence Prior to Program Entry, Zip Code, Length of Stay at Previous Residence, supportive services, financial assistance, case notes and the required medical information. The Sub-recipient agrees to collect any other data elements as required by HUD as it updates its HMIS data standards, from time to time. The Sub-recipient is required to update a client's status annually. These updates should be completed at intake and discharge and at client's annual recertification.

IHCDA will monitor entry progress and data quality on a regular basis. For any questions related to implementing HMIS at your agency, please contact the HMIS helpdesk hmishelpdesk@ihcda.IN.gov

O. Conflict Of Interest:

1. The Sub-recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Sub-recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Sub-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 Sub-recipient.
2. If the Sub-recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Sub-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 Sub-recipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
3. The Sub-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.

P. Internal Controls:

The Sub-recipient must:

1. Establish and maintain effective internal control over federal funds that provides reasonable assurance that the Sub-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).
2. Comply with Federal statutes, regulations, and the terms and conditions of federal funds.

3. Evaluate and monitor the Sub-recipient's compliance with statutes, regulations and the terms and conditions of the federal funds.
4. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
5. Take reasonable measures to safeguard protected personally identifiable information and other information that IHCD or HUD designates as sensitive or the Sub-recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

Q. Confidentiality:

1. Sub-recipient agrees that all information, including but not limited to client information, received by Sub-recipient or its subcontractors in administering the Project shall be received and maintained in a confidential manner commensurate with the requirements of all applicable State or Federal laws, rules, and regulations. Sub-recipient further agrees that it will adopt and implement procedures to ensure compliance with the requirements of Ind. Code § 4-1-10 (release of Social Security Numbers) and Ind. Code § 4-1-11, (notice of security breach).
2. Additionally, the Sub-recipient agrees, to ensure the confidentiality of the name of any individual receiving HOPWA assistance and any other information regarding individuals receiving assistance.
3. The Sub-recipient will implement procedures to ensure that the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under any HOPWA program, including protection against the release of the address or location of any family violence and agrees that all information, including but not limited to client information, received by the Sub-recipient or its subcontractors in administering any HOPWA program, shall be received and maintained in a confidential manner commensurate requirements of all applicable state or federal laws, rules, and regulations, including, but not limited to, 42 USC 11375(c)(5), regarding family violence prevention or treatment services.

R. Affirmative Outreach.

Sub-recipient must adopt procedures to ensure that all persons who qualify for the assistance, regardless of their race, color, religion, sex, age, national origin, familial status, or handicap, know of the availability of the HOPWA program, including facilities and services accessible to persons with a handicap, and maintain evidence of implementation of the procedures.

CERTIFICATIONS

Each applicant applying for funds is certifying that its agency will comply with the following requirements and if awarded funding will be prepared to provide written policies and procedures, where applicable, upon request.

A. Authority Of Applicant and its Representative:

The authorized representative of the applicant who signs the certifications and assurances affirms that both the applicant and its authorized representative have adequate authority under state and local law and internal rules of the applicant organization to:

1. Execute and return its response to the RFQ.
2. Execute and return the required certifications, assurances, and agreements on behalf of the applicant and,
3. Execute agreements on behalf of the applicant.
4. Understands that intentional falsification, concealment or cover up by any trick, scheme or devise of any information, charts, data, attachments, or materially false, fictitious or fraudulent statement or representation of any information, submitted by the applicant will permanently disqualify the applicant from applying for funds under this program's initiatives.

B. Supportive Services:

The applicant will assist HOPWA eligible individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local and private assistance available for such individuals. The applicant will assure the adequate provision of supportive services to clients participating in the program but shall not use HOPWA funds for healthcare and related drug assistance when other amounts are available or designated by state or local governments.

C. Standard Assurances:

The applicant will operate the HOPWA Program in accordance with 24 CFR 574 and other applicable state and HUD regulations, which includes program directives, HUD Handbooks and Notices, Executive Orders and any other applicable Federal Requirements.

The applicant acknowledges that if it is selected to receive HOPWA funding, it will be under a continuing obligation to comply with the terms and conditions of the HOPWA award and that federal laws, regulations, policies and, administrative practices, may be amended from time-to-time and may affect the implementation of the project.

D. Debarment and Suspension:

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

The applicant certifies that it or its principals have not been convicted of nor had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction, or have not been terminated for cause or default. The applicant certifies that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from doing business or receiving funds from any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this certification means 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 the applicant.

In addition, the applicant certifies that it will not contract with parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the OMB

guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689 “Debarment and Suspension.”

E. Drug Free Certification:

The applicant will publish, or has published, a statement notifying its 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 the employees for violation of that prohibition.

Establish an ongoing drug-free awareness program to inform its employees about: (1) the dangers of drug abuse in its 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 its employees for drug abuse violations occurring in the workplace.

Making it a requirement that each of its employees engaged in the performance of the grant be furnished a statement of the applicant’s drug policy.

F. Non-Discrimination:

1. Pursuant to the Indiana Civil Rights Law, specifically including I.C. 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the applicant covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee’s or applicant’s race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law (“Protected Characteristics”). Applicant certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the applicant or any subcontractor.
2. IHCDA is a recipient of federal funds, and therefore, where applicable, applicant and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

G. OMB Super Circular:

The applicant will comply with the provisions of 2 CFR part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” in utilizing any funded awarded pursuant to this RFQ.

H. Termination of Services and Grievance Policy: In terminating assistance to any program participant for violation of requirements, Sub-recipients must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law. This process at minimum, must consist of:

1. Serving the participant with a written notice containing a clear statement of the reasons for termination;
2. Permitting the participant to have a review of the decision, in which the participant is given the opportunity to confront opposing witnesses, present written objections, and be represented by

- their own counsel, before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
3. Providing prompt written notification of the final decision to the participant.

I. Prohibition on Substitution of Funds:

The applicant may not use HOPWA Funds to replace other amounts made available or designated by State or local governments through appropriations for use for the purposes of the HOPWA program.

J. Cooperation:

The applicant agrees to cooperate and coordinate in providing HOPWA assistance with agencies of the relevant State and local governments responsible for services in the area served by the Sub-recipient for eligible persons and other public and private organizations and agencies providing services for such eligible persons.

K. Minority and Women's Business Enterprises:

Positive efforts shall be made by the applicant to utilize small businesses, minority firms, and women's business enterprises whenever possible:

1. Ensure that the small businesses, minority owned firms, and women's business enterprises are used to the fullest extent possible.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small business, minority-owned firms, and women's business enterprises.
3. Consider, in the contract process, whether firms competing for contracts intend to subcontract with small businesses, minority owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises, when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the federal Small Business Administration and the Indiana Department of Administration's minority business development division in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

L. Anti-Lobbying:

Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, the applicant hereby assures and certifies, to the best of his or her knowledge and belief, that no federally appropriated funds have been paid, or will be paid, by or on behalf of applicant, 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.

M. Religious Activities:

Applicant 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.

N. Conflict of Interest Disclosure:

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

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

If the total value of the applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the applicant must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

P. Environmental Tobacco Regulations:

Applicant 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 contractor 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.

Q. Meaningful Access to the HOPWA program for Limited English Proficient Persons:

Applicant agrees to take reasonable steps to ensure meaningful access to activities funded by HOPWA 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.

R. Lead-Based Paint:

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4821–4846), 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, and R 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 applicant must ensure that the following steps are being taken:

A. For every unit:

1. Providing all prospective families with the booklet entitled, "Protect Your Family from Lead in Your Home",
2. Lead-Based Paint Exemption form is completed,
3. Habitability Standards inspection is performed, and
4. 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 IHCD.

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

1. Disclosure of known lead-based paint hazards to prospective tenants before the lease is signed, **Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (LBP Disclosure Form) is completed,**
2. The Sub-recipient and Landlord must execute an "Agreement for Ongoing Maintenance Activities related to Lead-Based Paint Requirements", drafted by IHCD,
3. Visual assessment for deteriorated paint is performed,
4. Deteriorated painted surfaces is stabilized and hazard reduction activities are performed,
5. Tenants are notified each time such an activity is performed,
6. All work is conducted in accordance with HUD safe practices,
7. Records are maintained concerning paint stabilization by owners of deteriorated paint,
8. Clearance examinations are performed after paint stabilization and before re-occupancy,
9. Ongoing lead-based paint maintenance is performed,
10. If the Sub-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 Sub-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,
11. Reevaluation shall be conducted and the Sub-recipient shall conduct interim controls of lead-based paint hazards found in the reevaluation,
12. Records are maintained concerning a child with an EBLL in a covered unit, and
13. As part of ongoing maintenance asking each family to report deteriorated paint.
14. The applicant certifies that it shall obtain the approval of the unit of general local government in which its project will be located.

RFQ TERMS AND CONDITIONS

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

- A. This RFQ is a request for the submission of qualifications, but is not itself an offer and shall under no circumstances be construed as an offer.
- B. IHCD expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.
- C. IHCD reserves the right to reject and not consider any or all respondents that do not meet the requirements of this RFQ, including but not limited to: incomplete qualifications and/or qualifications offering alternate or non-requested services.

- D. IHCDCA reserves the right to reject any or all companies, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed to be in its best interest.
- E. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, IHCDCA may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.
- F. In no event shall any obligations of any kind be enforceable against IHCDCA unless and until a written agreement is entered into.
- G. The applicant agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of responses of qualifications submitted hereunder or for any costs or expenses incurred during negotiations.
- H. By submitting a response to this request, the applicant waives all rights to protest or seek any remedies whatsoever regarding any aspect of this request, the selection of another respondent or respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.
- I. IHCDCA reserves the right not to award a contract pursuant to the RFQ.
- J. All items become the property of IHCDCA upon submission and will not be returned to the applicant.
- K. IHCDCA reserves the right to split the award between multiple applicants and make the award on a category by category basis and/or remove categories from the award.
- L. The applicant certifies that neither it nor its principals, contractors, or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from utilizing federal funds by any federal or state department or agency.
- M. By submitting a response to this RFQ, respondent acknowledges the acceptance of IHCDCA's Award Agreement Boilerplate and the understanding that such Boilerplate is non-negotiable.

SUBMITTING THE APPLICATION

An interested applicant must submit its application via email to IHCDCA no later than the deadline of **May 28, 2021 at 5:00 pm Eastern Time** ("the deadline"). Faxed and mailed applications will **NOT** be accepted. Applications received after the deadline will **NOT** be accepted unless previous approval was granted.

Email to: Diane Walker
ESG Analyst
diwalker@ihcda.in.gov

When submitting, the application should be attached as one Excel document and the Attachments/Tabs should be scanned and attached as one PDF document (when possible). Applicant will receive an e-mail confirming receipt of its application.

ORDER OF PAGES AND ATTACHMENTS:

All applicable forms must be completed and submitted together on or prior to deadline referenced above in order to be considered for funding. Application forms include:

- 1) Cover Page & Threshold
- 2) Organization Information
- 3) Financial Information
- 4) Budget
- 5) Services
- 6) Housing Plan
- 7) Performance
- 8) Checklist

9) Certification & Signature

Tab A: Staffing/org chart of HOPWA staff including FTE employees

Tab B: Certificate of Attendance at Regional Planning Council on Homeless. Utilize IHCD Form at <http://www.in.gov/myihcda/hopwa.htm>

Tab C: *Policy by which HOPWA clients are selected and approved (*No documentation needed for current HOPWA recipients, check box to confirm that agency policy is current. Policy will be reviewed at monitoring*)

Tab D: Financial policies and procedures (including claims process.) If longer than 15 pages double-sided, send as an attachment to: Diane Walker at diwalker@ihcda.in.gov

Tab E: List of current Board of Directors including names, affiliating organization, e-mail address and phone number

Tab F: Grievance/dispute procedure/policy

Tab G: Certificate of completion from HOPWA Financial Management Online training course at <https://www.hudexchange.info/training-events/courses/hud-hopwa-financial-management-online-training/>

Tab H: Attached Certification and Signature Page - See last page of RFQ.

Tab I: HOPWA Services Termination Policy and Grievance Procedure

Tab J: Blank Housing Plan or Outline

Tab K: Current Employee Dishonesty Insurance/Bond Insurance/Liability Insurance

Tab L: Tracking Sheet of 75% served at or below 50% AMI.

Tab M: Award letter or agreement showing the agency is a care coordination site with ISDH (Indiana State Department of Health)

Tab N: One MOU with a PSH in area in each Region that your organization covers (if PSH is available in area)

Tab O: Nonprofit organization (defined as tax-exempt secular or religious organization described in section 501(c)(3) of the Internal Revenue Code).

Tab P: Signed Certificate of Consistency of the Consolidated State Plan - utilize form provided by IHCD Form at <http://www.in.gov/myihcda/hopwa.htm>

Tab Q: Getting to work certificate
<https://www.hudexchange.info/trainings/dol-hud-getting-to-work-curriculum-for-hiv-aids-providers/>

Tab R: Oversight Training certificate
<https://www.hudexchange.info/trainings/hopwa-oversight-training/>

For questions or concerns regarding this RFQ and IHCD's HOPWA program, please contact IHCD's HOPWA Coordinator:

Diane Walker: diwalker@ihcda.in.gov