

**EMERGENCY SOLUTIONS GRANT, STREET OUTREACH PROGRAM AGREEMENT**

**AWARD AGREEMENT**

**AWARD NUMBER: «Award\_Number»**

**This is a Subaward**

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

**Emergency Solutions Grant Program**

**CDFR No.: 14.231**

**100% Federal Funding**

**U.S. Department of Housing and Urban Development**

**IHCDA Received an Award in the Amount of \$ \_\_\_\_\_ from HUD**

**FAIN: \_\_\_\_\_**

**Federal Award Date: \_\_\_\_\_**

**Activity Description:**

**Subrecipient's DUNS#**

This Emergency Solutions Street Outreach Grant Program Agreement (“Agreement”), entered into by and between **Indiana Housing and Community Development Authority** (“IHCDA”) and **«Agency»** (the “Subrecipient”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Purpose of this Agreement.**

The IHCDA has been designated by Ind. Code § 5-20-1-4 to receive, administer, and disburse funds under the Emergency Solutions Grant Street Outreach Program (“ESG O Program”) authorized under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act, 42 U.S.C. §§11371-11378, as amended (the “Act”). As part of the ESG-O Program for the State of Indiana, IHCDA provides funds to eligible subrecipients for the reimbursement of costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, nonfacility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. The term “unsheltered homeless people” means individuals and families who qualify as homeless under paragraph (1)(i) of the “homeless” definition under §576.102. To deliver the ESG-O Program, the IHCDA solicited proposals from qualified not-for-profit agencies.

The purpose of this Agreement is to enable the IHCDA to award a grant of **«Long Amount»** (**\$«Award Amount».00**) (the “Award”) to the Subrecipient for eligible costs incurred by Subrecipient pursuant to its proposal it submitted to IHCDA (“Subrecipient’s Proposal”) and the project outlined therein (the “Project”), as described more fully in Exhibits A and B attached hereto and fully incorporated into this Agreement. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, the IHCDA Emergency Solutions Grant Award Manual, as amended from time to time, (the “Award Manual”), the Emergency Solutions Grant 2015 – 2016 Request for Proposals (the “RFP”), the Subrecipient’s Proposal, the Act, as well as any rules and regulations adopted thereunder or by IHCDA, from time to time.

**2. Term.**

This Agreement shall be effective for a period of one (1) year. It shall commence as of **July 1, 2015**, and shall remain in effect through **June 30, 2016** (“Expiration Date”), unless terminated sooner as provided herein.

### **3. Design and Implementation of Project.**

The Subrecipient shall be solely responsible for the proper design and implementation of the Project as described in the Subrecipient's Proposal and Exhibit A, attached hereto. The Subrecipient agrees to implement and complete the Project in accordance with the plans and specifications contained in the Subrecipient's Proposal, which is on file with the IHCDA and incorporated herein by reference. Any modification(s) to the Project shall require prior written approval of the IHCDA.

### **4. Monitoring Reviews by the IHCDA.**

IHCDA may conduct on-site monitoring reviews of the Project. The purpose of such monitoring reviews shall be to assess and document the following:

- A. Whether Subrecipient's activities are consistent and in compliance with those set forth in Exhibit A, the Subrecipient's Proposal, the Award Manual, the terms and conditions of this Agreement and all applicable laws, rules, regulations, and executive orders of all Federal, State and local governments and regulatory bodies.
- B. A complete, detailed analysis of actual state, local and/or private funds expended to date for the Project and whether expenditures are in conformance with the amounts projected for each budget line item as set forth in Exhibit B, attached hereto.
- C. A detailed listing of all Project costs and disbursements by budget line item which have been incurred but are still unpaid, if any.
- D. Subrecipient's timely progress in project management, financial management and control systems, procurement systems and methods, and performance relative to achievement of performance outcomes.

### **5. Payment of Grant Funds.**

The reimbursement of eligible expenses incurred by Subrecipient under this Award shall be made in accordance with and subject to the following schedule and conditions:

- A. This Agreement must be fully executed and returned to the IHCDA within the time specified in the Award letter.
- B. Subrecipient must submit all evidentiary materials required by the ESG-O Program claim submission process to IHCDA for its approval.
- C. Subrecipient shall timely submit such records and reports as may be requested or required from time to time by the IHCDA or the United States Department of Housing and Urban Development ("HUD").
- D. Subrecipient has not taken and will not take any action, or permit any action, or fail to take any action that would impair the Award or the Project.

- E. Subrecipient shall timely prepare all fiscal and management records required by the Award Manual and/or the IHCDA that are necessary or appropriate to effectively administer the Award and/or monitor the Project.
- F. All payments are subject to the IHCDA's determination that the Subrecipient's performance to date conforms to the Subrecipient's Proposal as approved, notwithstanding any other provision of this Agreement.
- G. No advance payment of the Award is permitted by the IHCDA.
- H. Subrecipient agrees that it must satisfactorily perform all work contemplated by this Agreement, and it shall take any and all actions necessary to correct or otherwise cure any problems or deficiencies identified by the IHCDA during its monitoring and evaluation of the Award and/or the Project.
- I. The Subrecipient shall submit to IHCDA written progress reports throughout the term of this Agreement. These reports shall be submitted in compliance with the Award Manual and must detail the progress made by the Subrecipient towards the accomplishment of the Project's objectives as described in the Subrecipient's Proposal and Exhibit A.
- J. The Subrecipient shall maintain books, records, documents, and other evidence pertaining to the Project and all costs and expenses incurred and revenues received under this Agreement in sufficient detail to reflect all activities undertaken in connection with the Project and all costs, direct and indirect, of labor, materials, equipment, supplies, services, and other costs of whatever nature, for which reimbursement is requested under this Agreement. Such records shall be maintained for a period of five (5) years after the date on which this Award is closed. Records shall be retained beyond the prescribed period if any litigation, claim, negotiation, audit, or another similar type of action to the foregoing has commenced involving this Agreement, the Award, or the Project. In that instance, the records shall be retained until the litigation, claim, negotiation, audit, or other action has been resolved. All advances of funds under this Agreement are subject to receipt by IHCDA of sufficient Federal funds under the ESG-O program. Any termination, reduction, or delay of ESG-O funds provided to IHCDA shall, at the option of the IHCDA, result in termination, reduction, or delay in making ESG-O funds available to the Subrecipient. HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Subrecipient that are pertinent to the ESG-O grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period but last as long as the records are retained.
- K. If this Agreement is terminated by either party prior to the Expiration Date, the IHCDA may promptly conduct an on-site monitoring of the Project as described in Paragraph 4 of this Agreement.
- L. Failure to complete the Project and expend the Award in accordance with this Agreement may be considered a material breach, and shall entitle IHCDA to impose sanctions against the Subrecipient including, but not limited to, suspension of all grant payments, and/or suspension of the Subrecipient's participation in any or all of IHCDA's grant programs until such time that all material breaches are cured to the IHCDA's satisfaction. Sanctions may also include the repayment of all funds expended that are not in compliance with the Project or the Budget.

- M. The Subrecipient shall request reimbursements for eligible expenses incurred in the Project and IHCDA shall disburse to the Subrecipient an amount not in excess of the Award only upon: (i) its receipt of a properly completed request for disbursement submitted online through the IHCDA Online Management System as described in the Award Manual (ii) receipt of all materials, receipts, and approvals provided herein, together with such other documentation as the IHCDA may, from time to time, request; and (iii) appropriate assurance and/or evidence satisfactory to the IHCDA that the Subrecipient is in full and strict compliance with the requirements of this Agreement, the Act, and all implementing regulations promulgated by HUD. The Subrecipient must submit any claims for eligible expenses within sixty (60) days after the calendar month in which the expenses are incurred or paid by the Subrecipient or IHCDA may deny payment.
- N. All payments shall be made by electronic funds transfer to the financial institution designated by the Subrecipient to the IHCDA Controller in writing, unless a specific waiver has been obtained from the IHCDA.
- O. The Subrecipient shall promptly repay IHCDA for any amount of the Award that it utilizes for expenses that are deemed “ineligible” by any of the following: IHCDA, HUD, 24 CFR 576, an audit, or the Award Manual.

## **6. Audits and Maintenance of Records.**

The Subrecipient shall submit to an audit of funds paid through this Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Agreement and for a period of five (5) years after final payment for inspection by the IHCDA or its authorized designee.

- A. Audits. If Subrecipient expends \$750,000 or more in federal awards during the Subrecipient’s fiscal year it must submit its single audit to the IHCDA within the earlier of thirty (30) days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period.

If the Subrecipient expends less than \$750,000 in federal awards it must submit its audited financial statements or 990 (IRS Form 990, Return of Organization Exempt From Income Tax) to IHCDA within the earlier of thirty (30) days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period.

- B. IHCDA Approved Auditor. Any auditor performing single or program specific audit for the Subrecipient that is required by 2 CFR 200.501 for Subrecipient must be qualified by the IHCDA in order for IHCDA to accept the single or program specific audit submitted by the Subrecipient. The Subrecipient must submit an email to A133@ihcda.in.gov in order to ensure that its auditor meets IHCDA’s requirements and/or receive a copy of IHCDA’s criteria for auditors.

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

- (1) Withholding a percentage of this funding until the audit is completed satisfactorily;
- (2) Withholding or disallowing claims;
- (3) Suspending all funding from any IHCDA awards until the audit is conducted; or

(4) Terminating this Agreement.

## **7. Project Budget and Budget Modification.**

The approved Budget is set forth in Exhibit B to this Agreement. The Subrecipient shall not spend more than the amount allocated for each line item, as described in the Budget, without the prior written consent of a duly authorized representative of the IHCDA, nor shall the amount of Project expenses funded by this Agreement and those funded by the local and/or private share be amended without the prior written consent of the IHCDA. The IHCDA will allow only one (1) budget modification per fiscal year.

## **8. Statutory Authority of the Subrecipient.**

The Subrecipient expressly represents and warrants to the IHCDA that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Agreement, should a determination of its ineligibility be made by HUD or any other governmental authority.

## **9. Use of Award by the Subrecipient.**

The funds received by the Subrecipient pursuant to this Agreement shall be used only to implement the Project or provide the Project's services in conformance with the Budget and for no other purpose. Further, the Subrecipient agrees to follow generally accepted accounting procedures and practices which sufficiently and properly reflect all costs incurred by the Subrecipient pursuant to this Agreement. The Subrecipient shall manage all funds received through this Agreement in accordance with applicable cost principals identified in Subpart E of 2 CFR 200 and shall develop and follow a cost allocation plan based upon the requirements for allocation of indirect costs set forth in 2 CFR 200 (an "Indirect Cost Allocation Plan"). For so long as the Subrecipient maintains records related to this Agreement pursuant to Paragraph 6, the Subrecipient shall provide IHCDA with a copy of the Subrecipient's Indirect Cost Allocation Plan within three (3) business days of request of the same by IHCDA.

## **10. Compliance with Laws.**

- A. The Subrecipient shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by IHCDA and the Subrecipient to determine whether the provisions of this Agreement require formal modification.
- B. The Subrecipient and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in I.C. § 4-2-6 *et seq.*, I.C. § 4-2-7, *et. seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Subrecipient is not familiar with these ethical requirements, the Subrecipient should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Subrecipient or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the Subrecipient. In addition, the Subrecipient may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

- C. Subrecipient certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. Subrecipient agrees that any payments currently due to the State may be withheld from payments due to Subrecipient. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until Subrecipient is current in its payments and has submitted proof of such payment to the IHCDA.
- D. Subrecipient warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify IHCDA of any such actions. During the term of such actions, Subrecipient agrees that IHCDA may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Agreement.
- E. If a valid dispute exists as to Subrecipient's liability or guilt in any action initiated by the State or its agencies, and IHCDA decides to delay, withhold, or deny work to Subrecipient, Subrecipient may request that it be allowed to continue, or receive work, without delay. Subrecipient must submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any payments that IHCDA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC 5-17-5.
- F. Subrecipient warrants that Subrecipient and its sub-contractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for IHCDA. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the IHCDA.
- G. Subrecipient affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by Indiana Code § 5-22-3-7, the Subrecipient and any principals of the Subrecipient certify that:
1. The Subrecipient, 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 Subrecipient 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 Subrecipient and any principals of the Subrecipient certify that an affiliate or principal of the Subrecipient and any agent acting on behalf of the Subrecipient or on behalf of an affiliate or principal of the Subrecipient:
    - 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

11. 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. **Drug-Free Workplace Certification.**

The Subrecipient hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Subrecipient will give written notice to the IHCD within ten (10) days after receiving actual notice that the Subrecipient, or an employee of the Subrecipient in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of reimbursements, termination of this Agreement and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Award amount set forth in this Agreement is in excess of \$25,000.00, the Subrecipient hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following Certification, which is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana:

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Subrecipient'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; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the IHCD within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

## **12. Funding Cancellation.**

When the Executive Director of IHCD 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.

### **13. Indemnification.**

The Subrecipient shall indemnify, save, and hold harmless the IHCD, its directors, officers, employees, and agents of and from any and all claims, losses, damages, or expenses (including reasonable attorneys' fees) arising out of or in any way related to failure or alleged failure of the Subrecipient to strictly and timely perform its services, duties, and obligations promptly and properly under this Agreement. IHCD shall not provide any such indemnification to the Subrecipient. This paragraph shall survive the termination or expiration of this Agreement.

### **14. Independent Contractor.**

All parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees of one party shall not be deemed or construed to be the employees or agents of the other parties for any purpose whatsoever. Except as set forth in Paragraph 13 of this Agreement, neither party will assume liability for any injury to any persons or any damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.

### **15. Nondiscrimination.**

Pursuant to the Indiana Civil Rights Law, specifically including IC 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 Subrecipient 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 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"). Furthermore, the Subrecipient certifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Subrecipient understands that IHCD is a recipient of Federal funds, and therefore, where applicable, the Subrecipient and any subcontractors agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

Subrecipient agrees to comply with HUD's regulations at 24 CFR part 8 implement section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). For purposes of the ESG-O Program, the term "dwelling units" in 24 CFR part 8 shall include sleeping accommodations. Use of the Award must also comply with the requirement that the Subrecipient make known that use of the facilities and services is available to all on a nondiscriminatory basis. If the procedures that the Subrecipient intends to use to make known the availability of the facilities and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such facilities and services, the Subrecipient must establish additional procedures that will ensure that such persons are made aware of the facilities and services. Subrecipient must also adopt procedures which will make available to interested persons information concerning the location of services and facilities that are accessible to persons with disabilities.

### **16. Equal Treatment of Faith-Based Organizations.**

- A. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to receive ESG-O Program funds. Neither the Federal Government nor a State or local government receiving funds under ESG-O Program shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- B. Organizations that are directly funded under the ESG-O Program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG-O. If an organization conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG-O Program, and participation must be voluntary for program participants.
- C. Any religious organization that receives ESG-O Program funds retains its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that the religious organization does not use direct ESG-O Program funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide ESG-O Program-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an ESG-O Program funded religious organization retains its authority over its internal governance, and the organization may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- D. An organization that receives ESG-O Program funds shall not, in providing ESG-O Program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.
- E. ESG-O Program funds may not be used for the rehabilitation of structures to the extent that those structures are used for inherently religious activities. Solutions ESG-O Program funds may be used for the rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the ESG-O Program. Where a structure is used for both eligible and inherently religious activities, ESG-O Program funds may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to ESG-O Program funds. Sanctuaries, chapels, or other rooms that an ESG-O Program-funded religious congregation uses as its principal place of worship, however, are ineligible for funded improvements under the program. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (*see* 2 CFR 200).
- F. If the recipient or a subrecipient that is a local government voluntarily contributes its own funds to supplement federally funded activities, the recipient or subrecipient has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

## **17. Notices to Parties.**

Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the IHCDA shall be sent to:

**Indiana Housing and Community Development Authority**  
**Attention: ESG-O**  
**30 South Meridian Street, Suite 1000**  
**Indianapolis, IN 46204**

B. Notices to the Subrecipient shall be sent to:

«CEOED\_Salutation» «CEOED\_First\_Name» «CEOED\_Last\_Name»  
«Agency»  
«Address»  
«City», IN «Zip»

C. Awarding Official:

**J. Jacob Sipe, Executive Director**  
**30 S. Meridian Street, Suite 1000**  
**Indianapolis, IN 46204**  
**JSipe@ihcda.IN.gov**

D. As required by IC 4-13-2-14.8, payments to the Subrecipient shall be made via electronic funds transfer in accordance with instructions filed by the Subrecipient with the IHCDA Controller.

## **18. Order of Precedence.**

Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Agreement; (2) attachments prepared by the IHCDA; (3) The RFP; (4) the Subrecipient's Proposal; and (5) Attachments prepared by the Subrecipient.

## **19. Renewal.**

This Agreement may not be renewed.

## **20. Termination for Convenience.**

- A. This Agreement may be terminated, in whole or in part, by the IHCDA whenever, for any reason, the IHCDA determines that such termination is in the best interest of the IHCDA. Termination shall be effected by delivery to the Subrecipient of a Termination Notice, specifying the extent to which such termination becomes effective. The Subrecipient shall be compensated for completion of the Project activities properly performed prior to the effective date of termination. IHCDA will not be liable for activities or services for the Project performed after the effective date of termination.
- B. IHCDA may suspend or terminate this Agreement immediately (i) if the Subrecipient fails to comply with any material term of this Agreement, (ii) upon a breach of any of the Subrecipient's representations, warranties and covenants, or (iii) upon termination of Subrecipient's ESG-O Program for any reason. Written notice of such termination must be sent to the Subrecipient by certified mail, return receipt requested, postage prepaid. IHCDA will not be liable for activities or services for the Project performed after the effective date of termination.

- C. This Agreement may be suspended and/or terminated immediately if the Subrecipient has committed fraud or has misused or misappropriated funds received under this Agreement or another agreement between the Subrecipient and the IHCDA. Further, the Subrecipient's breach or default of other agreements or obligations related to the Project shall constitute a material breach of this Agreement. In any such case, IHCDA may de-obligate and/or re-distribute all or any portion of this award to another subrecipient. IHCDA will not be liable for activities or services for the Project performed after the effective date of termination. This subparagraph shall survive the termination or expiration of this Agreement.
- D. If the Award is terminated for the Subrecipient's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Award.
1. The termination decision will be reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS);
  2. The information will be available in the OMB-designated integrity and performance system for a period of five years from the date of the termination, then archived.

## **21. Penalties Interest/Attorney's Fees.**

The IHCDA will, in good faith, perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as authorized by Indiana law, in part, if applicable, Ind. Code § 5-17-5, Ind. Code § 34-54-8, and Ind. Code § 34-13-1.

Notwithstanding the provisions contained in Ind. Code § 5-17-5, the parties stipulate and agree that any liability resulting from IHCDA's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from Federal or other sources.

## **22. Conflicts of Interests.**

### **A. Organizational**

The provision of any type or amount of ESG-O assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the Subrecipient, or a parent or subsidiary of the Subrecipient. No Subrecipient may, with respect to individuals or families occupying housing owned by the subrecipient, or any parent or subsidiary of the subrecipient, carry out the initial evaluation required under §576.401 or administer homelessness prevention assistance under §576.103.

### **B. Individual Conflicts of Interest.**

1. For the procurement of goods and services, the Subrecipient must comply with the codes of conduct and conflict of interest requirements under 2 CFR 200.318 c (1) – c (2). For all other transactions and activities, the following restrictions apply:
2. No person described in paragraph (B)(3) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG-O

Program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.

3. Persons covered. The conflict-of-interest provisions of paragraph (B)(1) of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipients or its subrecipients.

4. Upon the written request of the Subrecipient, IHCDA may request an approval of an exception to the provisions of this section on a case-by-case basis, taking into account the cumulative effects of the criteria set forth in 24 CFR 576.404(b)(3).

5. All contractors of the subrecipient must comply with the same requirements that apply to subrecipients under this section.

- C. In addition to the conflict of interest requirements in 2 CFR 200.318 c (1) – c (2), no person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter.
- D. Exceptions: Threshold requirements. Upon the written request of the Subrecipient, IHCDA may request HUD to grant an exception to the provisions of paragraph (a) of this section when it determines that the exception will serve to further the purposes of the HOPWA Program and the effective and efficient administration of the Subrecipient's program or Project. An exception may be considered only after the Subrecipient has provided the following:
1. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
  2. An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.
- E. Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (b) of this section, HUD will consider the cumulative effect of the factors set forth in 24 CFR 574.625(c).
- F. The Subrecipient 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 Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Subrecipient 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 Subrecipient.

- G. If the Subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Subrecipient 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 Subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- H. The Subrecipient'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.

### **23. Federal Funding Accountability and Transparency Act (“FFATA”).**

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

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

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

#### **B. System for Award Management (SAM)**

The Subrecipient shall register in the System for Award Management (“SAM”), which is the primary

registrant database for the U.S. Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Expiration Date of this Agreement. Information regarding the process to register in the SAM can be obtained at <https://www.sam.gov/portal/public/SAM/>.

### **C. Executive Compensation**

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

### **24. Employee Eligibility Verification.**

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

### **25. Severability.**

Notwithstanding anything herein contained, if any one or more of the provisions of this Agreement shall for any reason whatsoever be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

### **26. Complete Agreement.**

This Agreement sets forth the entire and final understanding of the parties with respect to the subject matter hereof. All the terms of this Agreement are contractual and not a mere recital. Any and all prior agreements, understandings and undertakings, whether written or oral, with respect to the same, or other than same as set forth or recited herein, are hereby superseded and replaced by this Agreement, except as set forth herein.

### **27. Governing Law/Venue.**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana, and any and all disputes hereunder shall be litigated in courts located in Marion County in the State of Indiana.

### **28. Counterparts.**

This Agreement may be executed in any number of counterparts, all of which counterparts shall be construed together and shall constitute but one agreement.

**The rest of this page is left blank intentionally.**

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties of perjury, that he/she is the Subrecipient, or that he/she is the properly authorized representative, agent, member or officer of the Subrecipient, that he/she has not, nor has any other member, employee, representative, agent or officer of the Subrecipient, 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 Subrecipient and the IHEDA have, through 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.

**Subrecipient:** **«Agency»** (Where Applicable)

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

**Indiana Housing and Community Development Authority:**

By: \_\_\_\_\_  
Printed Name: J. Jacob Sipe  
Title: Executive Director  
Date: \_\_\_\_\_

CFDA #14.231

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**EXHIBIT A**  
**EMERGENCY SOLUTIONS GRANT AGREEMENT**

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**Award Number:**                                    «Award\_Number»

**Subrecipient:**                                   «Agency»

**Funding Source/Activity Type:**    **Emergency Solutions Grant**

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The Subrecipient is bound by the contents of the Subrecipient’s Proposal submitted to IHCDA, this Agreement, ESG-O Program Memos, the RFP, the ESG-O Award Manual as well as and any other IHCDA policy, directives or memoranda that may be published from time to time.

**1. Agreement Execution:**

The Subrecipient must execute and return this Agreement to IHCDA no later than **July 31, 2015**.

**2. Claims:**

The Subrecipient must submit any claims for eligible expenses within **sixty (60)** days after the calendar month in which the expenses are incurred or paid by the Subrecipient or IHCDA may deny payment. Claims Vouchers must be submitted online through the IHCDA Online Management System as described in the Award Manual. Supporting documentation for claims can be submitted through this system.

**3. Eligible Expenses:**

- A. **Engagement.** The costs of activities to locate, identify, and build relationships with unsheltered homeless people and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs. These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs. Eligible costs include the cell phone costs of outreach workers during the performance of these activities.
  
- B. **Case management.** The cost of assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant. Eligible services and activities are as follows: using the centralized or coordinated assessment system as required under §576.400(d); conducting the initial evaluation required under §576.401(a), including verifying and documenting eligibility; counseling; developing, securing and coordinating services; obtaining Federal, State, and local benefits; monitoring

and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.

- C. **Emergency health services.** Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals operating in community-based settings, including streets, parks, and other places where unsheltered homeless people are living.
- i. ESG-O funds may be used only for these services to the extent that other appropriate health services are inaccessible or unavailable within the area.
  - ii. Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate emergency medical treatment; and providing medication and follow-up services.
- D. **Emergency mental health services.** Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions operating in community-based settings, including streets, parks, and other places where unsheltered people are living.
- i. ESG-O funds may be used only for these services to the extent that other appropriate mental health services are inaccessible or unavailable within the community.
  - ii. Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances.
  - iii. Eligible treatment consists of crisis interventions, the prescription of psychotropic medications, explanation about the use and management of medications, and combinations of therapeutic approaches to address multiple problems.
- E. **Transportation.** The transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this section. The costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible. These costs include the following:
- i. The cost of a program participant's travel on public transportation;
  - ii. If service workers use their own vehicles, mileage allowance for service workers to visit program participants;
  - iii. The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes and maintenance for the vehicle; and
  - iv. The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.
- F. **Services for special populations.** ESG-O funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs (a)(1) through (a)(5) of section 24 CFR 576.101. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

Subject to the cost principles in 2 CFR 200, employee compensation and other overhead costs directly related to carrying out street outreach are eligible costs of those program components.

#### **4. Homeless Management Information Systems:**

The Subrecipient must ensure that data on all persons served and all activities assisted under ESG-O are entered into the Homeless Management Information System (“HMIS”) in accordance with HUD’s standards on participation, data collection, and reporting requirements. The Subrecipient is required to enter data into the HMIS on a regular and consistent basis. “Regular and consistent” means within a two (2) week period of intake or discharge. Data must be entered for the ESG-O funded shelter program and all other residential programs serving homeless individuals and families. The data required for entry into HMIS includes the following data elements: 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 and Homeless Cause. The Subrecipient agrees to collect any other data elements as required by HUD as it updates its HMIS data standards, from time to time. The Subrecipient is required to update a client’s status annually. These updates should be completed at intake and discharge and at client’s annual recertification. Victim services providers are not allowed to enter data into the HMIS but must enter data into a comparable database as described below.

#### **5. Victim Service Providers:**

If Subrecipient is a victim service provider it must enter client-level data on ESG-O beneficiaries/clients into a comparable database, which collects all of the HMIS universal data elements listed in this paragraph and generates unduplicated aggregate reports. Victim service providers are encouraged to use IHCDA’s ClientTrack database. The data required for entry into IHCDA’s ClientTrack database or the victim service provider’s comparable database must include the following data elements: 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 and Homeless Cause. The Subrecipient agrees to collect any other data elements as required by HUD as it updates its HMIS data standards, from time to time. The Subrecipient is required to update a client’s status annually. These updates should be completed at intake and discharge and at client’s annual recertification.

#### **6. Coordinated Assessment/Access:**

Subrecipient must use the centralized or coordinated assessment system established by the Continuum of Care as set forth in § 578.7(a)(8). A victim service provider may choose not to use the Continuum of Care’s centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD’s minimum requirements and the victim service provider uses that system instead.

#### **7. Statewide Point-in-Time Homeless Count:**

The Subrecipient is required to participate in the Statewide Point-in-Time counts in collaboration with its regional Continuum of Care by submitting appropriate data upon request.

#### **8. Local Unit of Government Approval:**

Pursuant to 42 U.S.C 11373(c), if the Subrecipient is a nonprofit organization, the Subrecipient must submit

a written certification of approval from its local governmental body to enter into this agreement. Further, the Subrecipient must be exempt from taxation under Section 501 (c) of Title 26 of the United States Code (Internal Revenue Code), have an appropriate accounting system, have a voluntary board of directors, and practice non-discrimination in the provision of assistance.

**9. Maintenance of Effort:**

If the Subrecipient is a unit of general purpose local government, its ESG-O funds cannot be used to replace funds the local government provided for street outreach and emergency shelter services during the immediately preceding 12-month period, unless HUD determines that the unit of general purpose local government is in a severe financial deficit.

**10. Supportive Services:**

The Subrecipient will assist homeless 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.

**11. Participation of Homeless/Formerly Homeless Individuals:**

The Subrecipient must provide for participation of homeless individuals or formerly homeless individuals on its board of directors or equivalent policy-making entity that considers and makes policies and decisions regarding any facility, services, or other assistance received through this Agreement. Further, to the maximum extent practicable, the Subrecipient shall involve homeless individuals and families, through employment or as volunteers, in maintaining and operating facilities, providing activities for, and providing services to occupants of facilities assisted through this agreement.

**12. Match:**

As a condition to payment of funds, the Subrecipient must obtain funding during the term of this Agreement from other appropriate sources to match the funding provided under this Agreement in an amount equal to the Award. Any match funds provided pursuant to this Agreement, must not have been dedicated as matching funds for securing funding from any city, the State of Indiana, or the United States Government, or used to match funds for any prior ESG-O award received by Subrecipient. Subrecipient's program income (fees) must be used as Subrecipient's match/non-federal share requirement, provided the costs are eligible ESG-O costs that supplement the Subrecipient's ESG-O Project.

**13. Confidentiality:**

A. The subrecipient must develop and implement written procedures to ensure:

(i) All records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives ESG-O assistance will be kept secure and confidential;

(ii) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG-O will not be made public, except with written authorization of the person responsible for the operation of the shelter; and

(iii) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the subrecipient and consistent with state and local laws regarding privacy and obligations of confidentiality.

B. The confidentiality procedures of the subrecipients must be in writing and must be maintained in accordance with this section.

#### **14. Evaluation of Program Participant’s Eligibility and Needs:**

The Subrecipient must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG-O assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under 24 CFR 576.400(d) and the written standards established under 24 CFR 576.400(e).

#### **15. Fees:**

The Subrecipient and its subcontractors may impose fees upon the recipients of services only if such fees are reasonable (not to exceed thirty (30%) of the recipient’s adjusted gross income) and such fees are used only for eligible costs associated with the ESG-O Program. Any fees collected by the Subrecipient must be approved by IHCD and will be considered program income. Costs paid using program income shall count toward the Subrecipient's matching/non-federal share requirement provided the costs are eligible ESG-O costs that supplement the Subrecipient's ESG-O Project.

#### **16. Occupancy Agreements and Leases:**

The Subrecipient must not require occupants of emergency shelter to sign leases or occupancy agreements unless a shelter received funds under a FY 2010 Emergency Shelter Grant and met the criteria under the former emergency shelter definition (“any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless”).

#### **17. Political Activity:**

The Subrecipient certifies that the funding provided by the IHCD through this Agreement shall not be used to further any type of political or voter activity. The Subrecipient 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.

Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, the Subrecipient 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.

**18. Environmental Tobacco Smoke:**

The Subrecipient certifies that it will comply with applicable provisions of the Pro-Children Act of 1994 (20 U.S.C 6081 *et seq.*), which will require that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted by the Subrecipient which is 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.

**19. Affirmative Outreach:**

The Subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or Subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the Subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The Subrecipient must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, Subrecipient is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

**20. Meaningful Access to the ESG-O Program for Limited English Proficient Persons:**

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English (“limited English proficient persons” or “LEP”) may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter. In accordance with Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulations, the Subrecipient agrees to take reasonable steps to ensure meaningful access to activities for LEP persons. Any of the following actions could constitute “reasonable steps”, depending on the circumstances: acquiring translators to translate vital documents, advertisements, or notices, acquiring interpreters for face to face interviews with LEP persons, placing advertisements and notices in newspapers that serve LEP persons, partnering with other organizations that serve LEP populations to provide interpretation, translation, or dissemination of information regarding the project, hiring bilingual employees or volunteers for outreach and intake activities, contracting with a telephone line interpreter service, etc.

**21. Debarment and Suspension:**

The Subrecipient 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 department or agency or any agency or political subdivision of the State of Indiana. 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 the Subrecipient.

## **22. Terminating Assistance:**

If a program participant violates program requirements, the Subrecipient may terminate the assistance in accordance with a formal process established by the Subrecipient that recognizes the rights of individuals affected. The Subrecipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. Termination under this section does not bar the Subrecipient from providing further assistance at a later date to the same family or individual.

## **23. Prohibition Against Involuntary Family Separation:**

The age, of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses ESG-O funding or services and provides shelter to families with children under age 18.

## **24. Area-Wide Systems Coordination Requirements:**

- A. Consultation with Continuums of Care. The Subrecipient must consult with each Continuum of Care that serves the Subrecipient's jurisdiction in determining how to allocate ESG-O funds each program year; developing the performance standards for, and evaluating the outcomes of, projects and activities assisted by ESG-O funds; and developing funding, policies, and procedures for the administration and operation of the HMIS.
- B. Coordination with other targeted homeless services. The Subrecipients must coordinate and integrate, to the maximum extent practicable, ESG-O-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area.
- C. System and program coordination with mainstream resources. The Subrecipients must coordinate and integrate, to the maximum extent practicable, ESG-O-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible.

## **25. Lead-Based Paint Remediation and Disclosure:**

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 shelters assisted under ESG-O program and all housing occupied by program participants.

## **26. Recordkeeping and Reporting Requirements:**

The Subrecipient must maintain documentation in accordance with 24 CFR 576.500. The Subrecipient must have policies and procedures to ensure the requirements of 24 CFR 576 are met. The policies and procedures must be established in writing and implemented by the recipient and its subrecipients to ensure that ESG-O funds are used in accordance with the requirements. In addition, sufficient records must be established and maintained to enable IHEDA and HUD to verify the following, as applicable: (1) homeless status; or (2) at risk of homelessness status; (3) determinations of ineligibility; (4) annual income calculations; (5) program participant records; (6) written intake procedures for the centralized or coordinated assessment system(s) developed by the Continuum of Care(s) (“COC”); (7) rental assistance agreements and payments; (8) Utility allowance, if applicable; (9) shelter and housing property standards in 24 CFR 576.403; (10) the type and

amount of services and assistance provided to shelters; (11) types and amounts of services and assistance provided to participants; (12) consultation and coordination with the Continuum of Care(s) in accordance with 24 CFR 576.400 and Subrecipient's integration of ESG-O assistance with programs targeted toward homeless people and mainstream service and assistance programs; (13) HMIS participation; (14) Matching contributions; (15) compliance with conflicts-of-interest regulations Subrecipient's integration of ESG-O assistance with programs targeted toward homeless people and mainstream service and assistance programs; (16) Homeless participation in accordance with 24 CFR 576.405; (17) compliance with faith-based activity requirements under 24 CFR 576.406; (18) records demonstrating compliance with nondiscrimination and equal opportunity requirements in accordance with 24 CFR 576.407(a) and 24 CFR 576.407(b); (19) compliance with Uniform administrative requirements in 2 CFR 200; (20) compliance with environmental review and flood insurance requirements; (21) certifications and disclosure forms required under the lobbying and disclosure requirements in 24 CFR 87; (22) compliance with the displacement, relocation, and acquisition requirements in 24 CFR 576.408; (23) supporting documentation demonstrating that all costs were incurred for eligible ESG-O activities and records regarding program income; (24) copies of procurement contracts and compliance with Federal procurement requirements; (25) other records requested by HUD; and (26) compliance with confidentiality procedures.

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

### **A. Assignments**

HUD assumes that a recipient or subrecipient ("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.

### **B. 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.

### **C. 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. Note: ESG and HOPWA funds may be used to renovate an emergency shelter to maximize privacy and safety. The provider should ensure that its policies do not isolate or segregate clients based upon gender identity.

#### **D. Training**

It is the responsibility of the Subrecipient to ensure that it and its subrecipients comply with the Equal Access Rule. In furtherance of such, recipients and subrecipients should provide this Notice to staff members and contractors so as to ensure that employees and contractors who interact directly with potential clients and current clients are aware of it and take prompt corrective action to address noncompliance. Moreover, they should provide training to staff on completing intakes consistent with this guidance. If HUD finds a recipient or subrecipient has failed to meet program requirements, HUD may take actions such as those described in 24 CFR 40 576.501 or 24 CFR 574.540. 41

#### **E. Further information**

In addition to complying with the requirements of the Equal Access Rule as described above, recipients and subrecipients must comply with all of HUD's nondiscrimination and equal opportunity provisions at 24 CFR 5.105.

### **28. Summary of Other Federal Regulations:**

The Subrecipient agrees to comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et. seq), and implementing regulations at 24 C.F.R. Part 35, as applicable. The Subrecipient further agrees to comply with 24 C.F.R. 576.59 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et. seq), as applicable. The Subrecipient must comply with the policies, guidelines and requirements of 2 CFR 200, except that program income is to be used as match or non-federal share. The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

#### **29. OMB Requirements.**

A. Applicability of Uniform Administrative Requirements. The Subrecipient shall comply with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. Indirect Cost Rate. According to 2 CFR 200.414(f), the Subrecipient may charge a de minimis

rate of 10% of modified total direct costs (MTDC). As described in 2 CFR 200.403, Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Subrecipient chooses to negotiate a rate, which the Subrecipient may apply to do at any time.

A proposal to establish a cost allocation plan or an indirect (F&A) cost rate, whether submitted to a Federal cognizant agency for indirect costs or maintained on file by the Subrecipient, must be certified by the Subrecipient using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in Appendices III through VII, and Appendix IX in 2 CFR part 200. The certificate must be signed on behalf of the Subrecipient by an individual at a level no lower than vice president or chief financial officer of the Subrecipient.

C. Internal Controls. The Subrecipient must:

1. Establish and maintain effective internal control over federal funds that provides reasonable assurance that the Subrecipient 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 Subrecipient’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 IHCDA or HUD designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

D. Conflict of Interest Disclosure. The Subrecipient must disclose in writing any potential conflict of interest to IHCDA.

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

If the total value of the Subrecipient’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 Subrecipient 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 (FAPIIS)) 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.

F. Closeout.

1. The Subrecipient must submit, no later than thirty (30) days after the Expiration Date, all financial, performance information and other information as required by the terms and conditions this Agreement.
2. The closeout of a Federal award does not affect any of the following:
  - a. The right of IHADA to disallow costs and recover funds on the basis of a later audit or other review.
  - b. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
  - c. Audit requirements in subpart F of 2 CFR part 200.
  - d. Recordkeeping and record retention requirements set forth herein.

All other matters previously agreed to and set forth in the Agreement and not affected by this Amendment shall remain in full force and effect.

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**EXHIBIT B  
BUDGET**

**Subrecipient:** «Agency»

**Agreement Number:** «Award\_Number»

<b>BUDGET CATEGORY</b>	<b>ESG-O AMOUNT</b>
<b>Street Outreach</b>	<b>\$«Award_Amount»</b>

In accordance with Paragraph 7 of this Agreement, the IHCDCA will allow only one (1) budget modification per fiscal year.

**EMERGENCY SOLUTIONS GRANT PROGRAM**

**CERTIFICATION OF LOCAL APPROVAL  
FOR NONPROFIT ORGANIZATIONS**

I, \_\_\_\_\_  
**Name and Title** (local elected official or chief executive officer of local unit of government)  
duly authorized to act on behalf of the:

\_\_\_\_\_  
**Name of the Jurisdiction**

Hereby approve the following project(s) proposed by:

\_\_\_\_\_  
**Name of Nonprofit**

Which is (are) to be located in:

\_\_\_\_\_  
**Name of Jurisdiction**

**Street Outreach Program:**

**By:** \_\_\_\_\_  
**Printed Name and Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**