

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

EXODUS REFUGEE IMMIGRATION, INC.,)	
)	
Plaintiff,)	
)	
v.)	No. 1:15-cv-1858-TWP-DKL
)	
MIKE PENCE, in his official capacity as)	
Governor of the State of Indiana,)	
JOHN WERNERT, M.D, in his official capacity)	
as the Secretary of the Indiana Family and Social)	
Services Administration,)	
)	
Defendants.)	

Memorandum in Support of Motion for Preliminary Injunction

Introduction

The decision as to the admission of refugees and their resettlement is exclusively that of the federal government. Nevertheless, Governor Mike Pence has presumed to direct all state agencies to suspend the resettlement of Syrian refugees in Indiana. Among other things, this means that the office within the Indiana Family and Social Services Administration that receives federal funding to be passed through to refugees and the local agencies that work with them will suspend its assistance as will other state agencies. Not only is the Governor’s action clearly preempted by the Constitution and federal law, but it explicitly violates the prohibition in Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, on national-origin discrimination. It also fails the strict scrutiny demanded by equal protection.

Exodus Refugee Immigration (“Exodus”) is an Indianapolis-based not-for-profit agency that receives refugees and assists in their resettlement efforts. It has contracts with the federal government and the State of Indiana to do so and it and the refugees it works with depend on

federal funds “passed through” the State of Indiana to provide essential services to the refugees. Indeed, Exodus had already expended unreimbursed resources to help one Syrian family to settle in Indiana when the family was forced by the State’s unlawful policy to be turned away from the new home that Exodus had prepared and was instead diverted to another state. In preventing this Syrian family and others from being resettled by Exodus, the State is interfering with Exodus’s core mission of resetting refugee families in compliance with federal law, and depriving the refugee families whom Exodus serves of essential benefits and services. This is an ongoing harm as Exodus has been notified that there are currently 19 refugees from Syria who have been approved for placement by the federal government and who will be sent to the Indianapolis area for Exodus to work with and resettle. Because of the State’s policy, Exodus and the refugees it serves will be deprived of federal funds that the State has committed to pass through, Exodus will have to divert necessary resources from other projects to assist these Syrian refugees, its core mission and purpose are frustrated, and its organizational interests are permanently damaged.

The actions of the Governor and the Family and Social Services Administration are unconstitutional and unlawful and their attempt to insinuate themselves into the immigration and refugee policies of the United States is clearly preempted. Appropriate declaratory and injunctive relief must issue to stave off the certain and irreparable harm that will occur if the Governor, and the State’s agencies, are allowed to suspend the resettlement of refugees in the State of Indiana.

The preliminary injunction standard

The standard in the Seventh Circuit for the granting of a preliminary injunction is clear. In order to determine whether a preliminary injunction should be granted, the Court weighs

several factors:

- (1) whether the plaintiff has established a prima facie case, thus demonstrating at least a reasonable likelihood of success at trial;
- (2) whether the plaintiff's remedies at law are inadequate, thus causing irreparable harm pending the resolution of the substantive action if the injunction does not issue;
- (3) whether the threatened injury to the plaintiff outweighs the threatened harm the grant of the injunction may inflict on the defendant; and
- (4) whether, by the grant of the preliminary injunction, the public interest would be disserved.

See, e.g., Baja Contractors, Inc. v. City of Chicago, 830 F.2d 667, 675 (7th Cir. 1987). The heart of this test, however, is “a comparison of the likelihood, and the gravity of two types of error: erroneously granting a preliminary injunction, and erroneously denying it.” *Gen. Leaseways, Inc. v. Nat'l Truck Leasing Ass'n*, 744 F.2d 588, 590 (7th Cir. 1984).

Legal and factual background

It is believed that the following will be demonstrated at the preliminary injunction hearing in this matter.¹

A. Legal background to refugee resettlement and the Immigration and Nationality Act

The United States Constitution leaves to the federal government the exclusive authority to establish immigration policy and regulate immigration. This authority “derives from various sources, including the Federal Government’s power ‘[t]o establish [a] uniform Rule of Naturalization,’ its power ‘[t]o regulate Commerce with foreign nations,’ and its broad authority over foreign affairs.” *Toll v. Moreno*, 458 U.S. 1, 10 (1982) (citations omitted) (alterations in original). Pursuant to this authority Congress has enacted a detailed statutory scheme to regulate

¹ Given that discovery has not yet been done in this case, the plaintiff reserves its right to supplement these facts as appropriate.

immigration—the Immigration and Nationality Act (“INA”), 8 U.S.C. § 1101, *et seq.*—which empowers various federal agencies to enforce and administer immigration law. The original INA was amended by the Refugee Act of 1980, Pub. L. No. 96-21, to detail the policies and procedures for the admission and resettlement of refugees in the United States. These statutory provisions are set out at 8 U.S.C. § 1157, *et seq.* For purposes of federal law, the term “refugee” is defined as:

any person who is outside any country of such person’s nationality . . . and who is unable or unwilling to return to, and is unable or unwilling to avail himself or herself of the protection of, that country because of persecution or a well-founded fear of persecution on account of race, religion, nationality, membership in a particular social group, or political opinion.

8 U.S.C. § 1158(b)(1). Spouses and children of the refugees generally have the same admission status as that of refugees. 8 U.S.C. § 1157(c)(2).

The INA provides that the number of refugees annually shall generally be “such number as the President determines, before the beginning of the fiscal year and after appropriate consultations, is justified by humanitarian concerns or is otherwise in the national interest.” 8 U.S.C. § 1157(a)(2). Admissions under the above “subsection shall be allocated among refugees of special humanitarian concern to the United States in accordance with a determination made by the President after appropriate consultation.” 8 U.S.C. § 1157(a)(3). But, the INA also gives to the President the ability to increase the number of refugees admitted for humanitarian concerns:

If the President determines, after appropriate consultation, that (1) an unforeseen emergency refugee situation exists, (2) the admission of certain refugees in response to the emergency refugee situation is justified by grave humanitarian concerns or is otherwise in the national interest, and (3) the admission to the United State of these refugees cannot be accomplished under subsection (a) of this section, the President may fix a number of refugees to be admitted to the United States during the succeeding period (not to exceed twelve months) in response to the emergency refugee situation and such admissions shall be allocated among refugees of special humanitarian concern to the United States in accordance with a determination made by the President after the appropriate consultation provided

under this subsection.

8 U.S.C. § 1157(b). The President of the United States, pursuant to the powers given to him by the INA, has determined, after appropriate consultations with Congress, that “[t]he admission of up to 85,000 refugees to the United States during Fiscal Year (FY) 2016 is justified by humanitarian concerns or is otherwise in the national interest.” White House, *Presidential Determination – Presidential Determination on Refugee Admissions for Fiscal Year 2016*, at <https://www.whitehouse.gov/the-press-office/2015/09/29/presidential-determination-presidential-determination-refugee-admissions> (last visited Dec. 2, 2015).² He has recently announced that the United States will increase the number of Syrian refugees admitted to the United States to at least 10,000 in fiscal year 2016, a more than six-fold increase over the number of refugees from Syria admitted in fiscal year 2015. *See, e.g.*, Julia Edwards, Reuters, *U.S. to accept 10,000 Syrian refugees: White House*, Sept. 11, 2015, at <http://www.reuters.com/article/2015/09/11/us-europe-migrants-whitehouse-idUSKCN0RA26220150911#pVD0DJx9tCc2vop0.97> (last visited Dec. 2, 2015).

Within the United States Department of State, the Bureau of Population, Refugees, and Migration works with displaced persons and maintains a program to resettle refugees in the United States. U.S. Department of State, *Refugee Admissions*, at <http://www.state.gov/j/prm/ra/index.htm> (last visited Dec. 2, 2015). Located within the U.S. Department of Health and Human Services is the Office of Refugee Resettlement that is charged with the responsibility of funding and administering, in consultation with the Secretary of State, programs to aid refugee resettlement. 8 U.S.C. § 1521. This office administers and disburses federal funds to states, voluntary agencies, and refugees for assistance in resettlement within the

² This Court may, of course, take judicial notice of public records such as this. *See, e.g., Gen. Elec. Capital Corp. v. Lease Resolution Corp.*, 128 F.3d 1074, 1080-81 (7th Cir. 1997) (citing numerous cases).

United States. 8 U.S.C. § 1522.

States receive grants directly from the Office of Refugee Resettlement to provide for medical screening and initial medical treatment of refugees, as well as their educational needs. 8 U.S.C. § 1522(a)(4)(B)(i); § 1522(d)(1). They also receive grants for monies that are passed through to nonprofit agencies to assist refugees in obtaining self-sufficiency and job-preparation skills, to provide English training if necessary, and to provide other services. 8 U.S.C. § 1522(a)(4)(B)(ii), (iii). Additionally, refugees and their families are eligible for cash assistance and medical assistance that is to be paid by the states and reimbursed 100% by the federal government. 8 U.S.C. § 1522(e). In order to receive these monies, a state must submit and have approved a state plan that meets the requirements imposed by the INA. 45 C.F.R. § 400.4. Among other things, the state plan must describe how it “will coordinate cash and medical assistance with support services to ensure their successful use to encourage effective refugee resettlement and to promote employment and economic self-sufficiency as quickly as possible.” 45 C.F.R. § 400.5(b). The plan is also to designate a State Coordinator for the plan and a state agency or agencies responsible for the plan. 45 C.F.R. § 400.5(a),(d).

The INA does not allow a State to veto placement of a refugee within the State but does provide that federal authorities:

to the extent practicable and except under . . . unusual circumstances, shall –

- (i) insure that a refugee is not initially placed or resettled in an area highly impacted (as determined under regulations prescribed by the Director after consultation with such agencies and governments) by the presence of refugees or comparable populations unless the refugee has a spouse, parent, sibling, son, or daughter residing in that area,
- (ii) provide for a mechanism whereby representatives of local affiliates of voluntary agencies regularly (not less often than quarterly) meet with representatives of State and local governments to plan and coordinate in advance of their arrival the appropriate placement of refugees among the various States

and localities, and

(iii) take into account—

(I) the proportion of refugees and comparable entrants in the population in the area,

(II) the availability of employment opportunities, affordable housing, and public and private resources (including educational, health care, and mental health services) for refugees in the area,

(III) the likelihood of refugees placed in the area becoming self-sufficient and free from long-term dependence on public assistance, and

(IV) the secondary migration of refugees to and from the area that is likely to occur.

8 U.S.C. § 1522(a)(2)(C). Additionally, the INA provides that:

With respect to the location of placement of refugees within a State, the Federal agency administering subsection (b)(1) of this section shall, consistent with such policies and strategies and to the maximum extent possible, take into account recommendations of the State.

8 U.S.C. § 1522(a)(2)(D). The INA further specifies that assistance to “shall be provided to refugees without regard to race, religion, nationality, sex or political opinion.” 8 U.S.C. § 1522(a)(5). This requirement is also made an explicit part of the state plan requirements imposed by regulation under the INA. 45 C.F.R. § 400.5(g).

B. The resettlement of refugees in the United States

As noted, the United States State Department’s Bureau for Populations, Refugees and Migration (“PRM”) is the federal office that determines that refugees may be admitted to the United States. (Declaration of Carleen Miller and Cole Varga (“Miller-Varga”) ¶ 9, Attached to this memorandum as Exhibit 1). PRM, in turn, works with nine national organizations, known as Voluntary Agencies—that have cooperative agreements with PRM to provide reception and placement services for approved refugees. (*Id.* ¶ 10). The approval process is a lengthy one—

generally taking at least 18 months to two years before the refugee is allowed to come to the United States. (*Id.* ¶ 12; *see also, e.g.*, Haeyoun Park & Larry Buchanan, N.Y. Times, *Why It Takes Two Years for Syrian Refugees to Enter the U.S.*, Nov. 20, 2015, at http://www.nytimes.com/interactive/2015/11/20/us/why-it-takes-two-years-for-syrian-refugees-to-apply-to-enter-the-united-states.html?_r=0 (last visited Dec. 2, 2015).

Once a refugee is approved for resettlement in the United States the Voluntary Agencies will meet and review information and records of the refugees and determine where the federally-approved refugees will be resettled. (Miller-Varga ¶ 13). After this decision is made contact will be made with local agencies that have been approved to work with the refugees in their new communities. (*Id.* ¶ 14). The refugees have lawful admission status and they are eligible to become permanent residents and eventually citizens of the United States. (*Id.* ¶ 15).

Before the refugees arrive the local agencies will do necessary work to prepare for their arrival, including obtaining a place for the refugee to live and performing case management services. (*Id.* ¶ 16). The agency will receive a set amount for each refugee to assist in paying for these efforts. (*Id.* ¶ 17). This money comes from the PRM's Reception and Placement Program. (*Id.*). Once the refugees arrive they are entitled to federal monies passed through the states that may include direct monetary aid known as Refugee Cash Assistance or Temporary Assistance to Needy Families, also known as TANF, a federal aid program administered by each State; Refugee Medicaid, a federal medical assistance program administered by the states; and Supplemental Nutritional Assistance Program, or SNAP, assistance, a program providing access to food that is funded by the United States Department of Agriculture, but is administered by the states. (*Id.* ¶ 19). As noted above, monies are also available for employment services and training and the refugees are entitled to various health services. (*Id.* ¶ 20).

C. The State of Indiana and refugees

The State of Indiana—through its Family and Social Services Administration, which employs Indiana’s Refugee Coordinator—receives refugee resettlement monies from the federal Office of Refugee Resettlement. *See* U.S. Department of Health & Human Services, Administration for Children & Families, Office of Refugee Resettlement, *FFY 2013-14 State of Indiana ORR Funded Programs*, at <http://www.acf.hhs.gov/programs/orr/resource/fffy-2013-14-state-of-indiana-orr-funded-programs> (last visited Dec. 2, 2015)³; Indiana Family and Social Services Administration, *FSSA Organizational Directory*, at <http://www.in.gov/fssa/3441.htm> (last visited Nov. 25, 2015) (listing Family and Social Services Administration employee Matt Schomburg as Director, Refugee Assistance). It has submitted a state plan agreeing to comply with all federal requirements concerning refugees sent to Indiana. (Miller-Varga ¶ 22).

D. Exodus Refugee Immigration, Inc.

Exodus, an Indiana not-for-profit corporation, is one of three agencies in Indiana that receives federally-approved refugees to resettle in the state. (*Id.* ¶¶ 4-5). Its mission is to work with refugees—worldwide victims of persecution, injustice and war—to establish self-sufficient lives in freedom and sanctuary for themselves and their families in Indiana. (*Id.* ¶ 6). In fiscal year 2015 it assisted 892 refugees and it is scheduled to receive 890 in the current fiscal year. (*Id.* ¶ 7). Of these 890 refugees, 215 are projected to be from North East / South Asia. (*Id.* ¶ 8). This number will largely be made up of refugees from Syria. (*Id.*).

Exodus has a cooperative agreement with Church World Service and Episcopal Migration Ministries, two of the Voluntary Agencies, to resettle refugees in the Indianapolis areas. (*Id.* ¶ 23). Through PRM’s Reception and Placement program, passed through the two

³ This is the most recent fiscal year available at the current time. It discloses that the Family and Social Services Administration received more than \$4.8 million dollars through the Office of Refugee Resettlement.

Voluntary Agencies, it receives a set amount for each refugee who is placed to assist with necessary costs, including administrative expenses. (*Id.* ¶ 24). Additionally, it has a grant agreement with the Family and Social Services Administration to provide refugee employment services. (*Id.* ¶ 25 and Exhibits A and B to Miller-Varga). Although this money comes from the federal government, it is paid to the Family and Social Services administration which will then make grant reimbursement payments to Exodus. (*Id.* ¶ 26). Exodus uses this money to hire staff and to provide refugee employment services that include, among other things, specific services provided to refugees, Exodus-staff costs, and Exodus-administrative costs. (*Id.* ¶ 27).

As noted above, refugees are eligible for various benefits paid to them with federal funds administered by the Indiana Family and Social Services Administration: Refugee Cash Assistance or TANF, Refugee Medicaid, and SNAP benefits. (*Id.* ¶ 19). Additionally, the Indiana State Department of Health receives federal funding to provide screening, immunization, and other health services to the refugees who are assigned to ESI. (*Id.* ¶ 28). The Department of Health also passes through federal funding directly to Exodus for a health promotion programs for the refugees. (*Id.* ¶ 29 and Exhibit C to Miller-Varga).

E. The response of the defendants to Syrian refugees and its effect on Exodus

In August of 2015 Exodus was notified that a refugee family from Syria had been approved for placement in Indiana with Exodus being assigned to work with the family. (*Id.* ¶ 30). In anticipation of the family's arrival Exodus expended both resources and staff time to, among other things: procure an apartment for the family, get the apartment ready and do other work in anticipation of the family's arrival. (*Id.* ¶ 31). This necessarily diverted both staff time and resources away from other projects. (*Id.* ¶ 32).

However, shortly before the family was due to arrive, the Governor of Indiana announced

that he was suspending resettlement of Syrian, and only Syrian, refugees in Indiana.

In the wake of the horrific attacks in Paris, effective immediately, I am directing all state agencies to suspend the resettlement of additional Syrian refugees in the state of Indiana pending assurances from the federal government that proper security measures have been achieved. Indiana has a long tradition of opening our arms and homes to refugees from around the world but, as governor, my first responsibility is to ensure the safety and security of all Hoosiers. Unless and until the state of Indiana receives assurances that proper security measures are in place, this policy will remain in full force and effect.

Indiana Governor Mike Pence, *Governor Pence Suspends Resettlement of Syrian Refugees in Indiana*, at http://www.in.gov/activecalendar/EventList.aspx?view=EventDetails&eventidn=239126&information_id=233816&type=&syndicate=syndicate (last visited Dec. 2, 2015).

Following the Governor's announcement, the Family and Social Services Administration notified Exodus that it should alert its "national resettlement agency that the scheduled placement for the Syrian family scheduled to arrive this Thursday, November 19, and all subsequent Syrian arrivals be suspended or redirected to another state that is willing to accept Syrian placements until assurances that proper security measures are in place have been provided by the federal government." (Miller-Varga ¶ 34 and Exhibit D to Miller-Varga). The Syrian family that was supposed to come to Indiana and work with Exodus was instead diverted to Connecticut where the family has been resettled. (*Id.* ¶ 35).

Although this one family did not resettle in Indiana, Exodus is scheduled to receive additional Syrian refugee families. (*Id.* ¶ 37). At the current time there are 19 Syrians, in four groups, approved for refugee status by the federal government that have been assigned to Exodus and who are expected to arrive in Indiana in the next few weeks or months. (*Id.* ¶ 38). Exodus will be given two weeks' notice, or less, before the refugees arrive. (*Id.* ¶ 39). Exodus has been notified by its national partners who place refugees with them that despite the Governor's suspension the Syrian refugees will be placed with Exodus and Exodus is committed to resettling

Syrians in 2016. (*Id.* ¶¶ 40-41).

The decision by the Governor to suspend the State's resettlement efforts will be extremely and irreparably detrimental to Exodus. (*Id.* ¶¶ 42-49). The State's actions entirely frustrate Exodus's mission, which is to serve *all* refugees who are placed with it, regardless of their place of origin. (*Id.* ¶ 49). With the suspension, Exodus will not receive the employment and health grant monies from the State of Indiana for the Syrian refugees, which it receives for other refugees from other countries. (*Id.* ¶ 43). This will be very harmful to Exodus, a not-for-profit organization that simply cannot afford this loss of funding without severe and irreparable negative repercussions on its ability to provide for the families it serves. (*Id.* ¶ 44). These serious repercussions will be exacerbated when the State refuses to release the federal funding and provide the direct assistance to the refugees to which they are entitled: Refugee Cash Assistance, TANF, Refugee Medicaid, and SNAP benefits. (*Id.* ¶ 45 46). Even as Exodus attempts to shift other funding to fulfill its organizational mission despite the withdrawal of funds by the State, this will result in services being taken away from other areas and will put a serious strain on the ability of Exodus to serve its population of refugees from Syria and other countries. (*Id.* ¶ 47). Not only will this jeopardize Exodus's ability to function and fulfill its mission, it will potentially put it in breach of its agreements with its Voluntary Agencies. (*Id.* ¶ 48).

Legal Argument

I. Exodus will prevail on the legal merits of its claims

A. The suspension of the resettlement of Syrian refugees is preempted by federal law

By virtue of the Supremacy Clause of the U.S. Constitution, state action that interferes or conflicts with federal responsibilities and directives is preempted and cannot stand. *See* U.S.

Const. art. VI, § 2. Indiana’s suspension of Syrian refugees is preempted in two respects: first, it is an impermissible state regulation of immigration and is both conflict- and field-preempted by acts of Congress; and second, it infringes on the exclusively federal role in conducting foreign policy.⁴

1. The defendants’ action is preempted by the Immigration and Nationality Act of 1952, as amended by the Refugee Act of 1980

By virtue of the Supremacy Clause, it is “[a] fundamental principle of the Constitution that Congress has the power to preempt state law.” *Crosby v. Nat’l Foreign Trade Council*, 530 U.S. 363, 372 (2000). Preemption requires an examination of congressional intent, and federal regulations have no less preemptive effect than federal statutes. *Fid. Fed. Savings & Loan Ass’n v. De la Cuesta*, 458 U.S. 141, 152-53 (1982). State action may thus be preempted in three ways: “by express language in a congressional enactment, by implication from the depth and breadth of a congressional scheme that occupies the legislative field, or by implication because of a conflict with a congressional enactment.” *Lorillard Tobacco Co. v. Reilly*, 533 U.S. 525, 541 (2001) (citations omitted). The last two forms of preemption, field and conflict preemption, are both considered “implied.” *See, e.g., Hillsborough Cnty. v. Automated Med. Labs., Inc.*, 471 U.S. 707, 713 (1985). Implied field preemption occurs when a state attempts to “regulate[] conduct in a field the Congress intended the Federal Government to occupy exclusively.” *English v. Gen. Elec. Co.*, 496 U.S. 72, 79 (1990). This intent may be inferred when the federal scheme is “so pervasive as to make reasonable the inference that Congress left no room for the

⁴ Exodus acknowledges, as it did in its complaint, that the U.S. Supreme Court recently held that the Supremacy Clause does not contain a private right of action to enforce Section 30(A) of the Medicaid Act, 42 U.S.C. § 1396a(a)(30)(A). *See Armstrong v. Exceptional Child Care, Inc.*, ___ U.S. ___, 135 S. Ct. 1378 (2015). In so holding, however, the Court reiterated that “if an individual claims federal law immunizes him from state regulation, the court may issue an injunction upon finding the state regulatory actions preempted.” *Id.* at 1384. *Armstrong* thus stands only for the principle that “the Medicaid Act implicitly precludes private enforcement of § 30(A),” *id.* at 1385, and is no impediment to Exodus’s claims here.

States to supplement it.” *Gade v. Nat’l Solid Waste Mgmt. Ass’n*, 505 U.S. 88, 98 (1992) (internal quotations omitted). The last category of preemption—“implied conflict preemption”—occurs either when “compliance with both federal and state regulations is a physical impossibility” or when the challenged state action “stands as an obstacle to the accomplishment and the execution of the full purposes and objectives of Congress.” *Arizona v. United States*, ___ U.S. ___, 132 S. Ct. 2492, 2501 (2012) (citations omitted).

This Court need not decide at present whether the suspension of Syrian refugees actually conflicts with the terms of the INA and the Refugee Act, for an abundance of controlling authority establishes clearly that the federal government is the sole arbiter of immigration—including refugee resettlement—in the United States, and Exodus is therefore likely to prevail on its field preemption claim. As noted above, the U.S. Constitution leaves to the federal government the exclusive authority to establish immigration policy and to regulate immigration. *See* U.S. Const. art. I, § 8, cl. 3-4. The Supremacy Clause accordingly forbids any state “regulation of immigration.” *DeCanas v. Bica*, 424 U.S. 351, 353-54 (1976). As the U.S. Supreme Court reiterated in rejecting one state’s attempt to forge its own policies pertaining to immigration,

[t]he federal policy to determine immigration policy is well-settled. Immigration policy can affect trade, investment, tourism, and diplomatic relations for the entire Nation, as well as the perceptions and expectations of aliens in this country who seek the full protection of its laws. Perceived mistreatment of aliens in the United States may lead to harmful reciprocal treatment of American citizens abroad.

It is fundamental that foreign countries concerned about the status, safety, and security of their nationals in the United States must be able to confer and communicate on this subject with one national sovereign, not the 50 separate states.

Arizona, 132 S. Ct. at 2498-99 (internal citations omitted). This flat prohibition on state regulation of immigration is required because immigration regulation is “unquestionably

exclusively a federal power.” *DeCanas*, 424 U.S. at 354; *see also id.* at 355 (federal “constitutional power” to regulate immigration preempts state law “whether latent or exercised”); *Truax v. Raich*, 239 U.S. 33, 42 (1915) (“The authority to control immigration . . . is vested solely in the Federal Government.”). Therefore, only the federal government may establish immigration policy and the process of “determin[ing] who should or should not be admitted into the country,” *DeCanas*, 424 U.S. at 355, and the “conditions lawfully imposed by Congress upon . . . residence of aliens,” *Takahashi v. Fish & Game Comm’n*, 334 U.S. 410, 419 (1948); *see also Toll v. Moreno*, 454 U.S. 1, 11 (1982). “[T]he regulation of aliens is so intimately blended and intertwined with responsibilities of the national government that where it acts, and the state also acts on the same subject . . . the law of the state . . . must yield to it.” *Hines v. Davidowitz*, 312 U.S. 52, 66 (1941). There can be no serious doubt that Indiana’s suspension of Syrian refugees infringes upon this exclusively federal role in regulating immigration: even though Congress has enacted a detailed statutory scheme governing immigration generally and refugee resettlement in particular, and even though federal officers acting pursuant to their statutory authority have determined placement in Indiana appropriate for many Syrians, Indiana has unilaterally decided to close its borders to these persons.

Although it is not necessary to go any further here given that field preemption is most clearly present, it is also apparent that defendants’ action actually conflicts with federal law and it cannot stand for this reason as well. As indicated at the outset, Congress has provided that refugee assistance must be administered “without regard to race, religion, nationality, sex or political opinion.” 8 U.S.C. § 1522(a)(5). The implementing regulations also specify that “assistance and services . . . will be provided to refugees without regard to race, religion, nationality, sex, or political opinion.” 45 C.F.R. § 400.5(g). The Office of Refugee

Resettlement within the U.S. Department of Health and Human Services has recently issued a letter making clear that any state adopting a policy similar to the Governor's "would not be in compliance with . . . state plan requirements," *see* United States Department of Health and Human Services – Office of Refugee Resettlement, *Resettlement of Syrian Refugees*, available at <http://www.acf.hhs.gov/programs/orr/resource/resettlement-of-syrian-refugees> (last visited Dec. 2, 2015) (attached to this memorandum as Exhibit 2), and Indiana has no answer for its blatant violation of its agreement with the federal government. On top of this, federal law also specifies the manner in which refugee placement is to be determined: after meeting with representatives of state and local governments to plan and coordinate "the appropriate placement of refugees among the various States and localities," federal authorities making this determination must take into account numerous factors, including the proportion of refugees in a geographical area; the availability of employment opportunities, affordable housing, and other resources in the area; the likelihood that refugees placed in that area will become self-sufficient; and the secondary migration of refugees that might occur. 8 U.S.C. § 1522(a)(2)(C). Although states may make recommendation on refugee placement, 8 U.S.C. § 1522(a)(2)(D), these recommendations are not binding on the federal government. Applying these congressionally mandated factors, the United States has determined that placement in Indiana is appropriate for numerous Syrian refugees. Nonetheless, Indiana refuses to accept this placement or provide assistance to those persons placed here. This action quite clearly "stands as an obstacle to the accomplishment and the execution of the full purposes and objectives of Congress." *Pac. Gas & Elec. Co.*, 461 U.S. at 204 (internal quotations omitted).

It is clear that Congress has occupied the field of immigration in general and refugee resettlement in particular, and has specifically detailed the role for the states in resettling

refugees. Indiana's action in suspending Syrian resettlement is an attempt to enter a field from which it has been precluded. Moreover, Indiana's action conflicts with federal statutory and regulatory enactments. Indiana's action is preempted.

2. *The defendants' action interferes with the exclusively federal role in conducting foreign policy, and is preempted*

The State's restriction on refugee resettlement is also preempted because it impacts directly on the United States' exclusive power in foreign relations, as well as on its obligations under international treaties. Indiana has taken the extraordinary step of refusing to accept Syrian refugees into the state. In so doing, it has insinuated itself into the relationship between the United States and foreign countries and has opted to create its own international policies. "That fifty individual states or one individual state should have a foreign policy is absurdity too gross to be entertained. In matters affecting the intercourse of the federal nation with other nations, the federal nation must speak with one voice." *United States v. Arizona*, 641 F.3d 339, 367 (9th Cir. 2011) (Noonan, J., concurring), *aff'd in significant part*, 132 S. Ct. 2492 (2012).

Ultimately, it is the President who is given the constitutional authority to act in the areas of relations with other countries. *See Am. Ins. Ass'n v. Garamendi*, 539 U.S. 396, 414 (2003) (holding that a California law attempting to regulate insurance policies sold in Europe during the Holocaust impermissibly interfered with executive power and was preempted). "Although the source of the President's power to act in foreign affairs does not enjoy any textual detail, the historical gloss on the 'executive power' vested in Article II of the Constitution has recognized the President's 'vast share of responsibility for the conduct of our foreign relations.'" *Id.* (quoting *Youngstown Sheet & Tube Co. v. Sawyer*, 343 U.S. 579, 610-11 (1952) (Frankfurter, J., concurring)). Congress also has responsibilities through its war and foreign commerce powers. *Id.* Therefore, "[n]o State can rewrite our foreign policy to conform to its own domestic policies.

Power over external affairs is not shared by the States; it is vested in the national government exclusively.” *United States v. Pink*, 315 U.S. 203, 233 (1942). Thus, the Supreme Court has long held that “[f]or local interests the several states of the Union exist, but for national purposes, embracing our relations with foreign nations, we are but one people, one nation, one power.” *Chae Chan Ping v. United States*, 130 U.S. 581, 606 (1889). Consequently, a law that has a direct impact on foreign relations is preempted and void, even if not directly conflicting with a treaty. *See Zschernig v. Miller*, 389 U.S. 429, 441 (1968) (holding that an Oregon statute that imposed conditions on non-resident aliens taking property by succession or testamentary disposition was invalid as intruding on responsibilities over foreign affairs that are entrusted to the President). State action directly conflicting with treaty obligations, of course, is just as impermissible. *See United States v. Belmont*, 301 U.S. 324, 327, 331 (1937) (“[N]o state policy can prevail against the international compact here involved. . . . Plainly, the external powers of the United States are to be exercised without regard to state laws or policies. The supremacy of a treaty in this respect has been recognized from the beginning.”); *see also, e.g., Garamendi*, 539 U.S. at 416-17; *Pink*, 315 U.S. at 230-31.

The Governor’s refusal to accept Syrian refugees impermissibly infringes on federal authority over foreign affairs and directly interferes with treaty obligations. Specifically, the refusal to accept Syrian refugees is directly contrary to the United States’ duties under the 1967 Protocol relating to the Status of Refugees (“Refugee Protocol”), which was ratified by Congress and which binds the United States to respect Articles 2 through 34 of the 1951 Convention Relating to the Status of Refugees (“Refugee Convention”).⁵ This treaty recognizes “the right of

⁵ Both the Refugee Protocol and the Refugee Convention, along with an introductory note from the Office of the United Nations High Commissioner for Refugees, are available at <http://www.unhcr.org/3b66c2aa10.html> (last visited Nov. 25, 2015).

persons to seek asylum from persecution in other countries,” Refugee Convention and Protocol, Introductory Note by the Office of the U.N. High Commissioner for Refugees, at 2 (Dec. 2010), and, among other things, requires signatories to “apply the provisions of [the Refugee Convention] to refugees without discrimination as to race, religion or country of origin,” Refugee Convention, art. 3.⁶ It also requires that the United States ensure that refugees are accorded the same treatment as nationals in the provision of rationing, public education, public relief and assistance, and other matters, Refugee Convention, art. 20, 22-24, and the same treatment as other lawful immigrants in the provision of public education, Refugee Convention, art. 22.

Indiana’s refusal to accept or provide assistance to Syrian refugees not only impacts on foreign relations—requiring a state-by-state response to an international refugee crisis, which is by itself sufficient to find preemption—but it conflicts directly with these treaty obligations. *See, e.g., Belmont*, 301 U.S. at 327, 331. Even though the United States is bound not to discriminate based on nationality in accepting or providing assistance to refugees, Indiana has chosen to do so. Even though the United States is bound to provide the same public relief to refugees as citizens enjoy, Indiana refuses to do so.

[S]tate law must yield when it is inconsistent with or impairs the policy or provisions of a treaty or of an international compact or of an international compact or agreement. Then the power of a State to refuse enforcement of rights based on foreign law which runs counter to the public policy of the forum must give way before the superior Federal policy evidenced by a treaty or international

⁶ This provision of the Refugee Convention is but one of numerous treaty-based protections against discrimination based on persons’ nationality. *See* Universal Declaration of Human Rights (1948), art. 2 (available at <http://www.ohchr.org/EN/UDHR/Pages/Language.aspx?LangID=eng>); International Covenant on Civil and Political Rights (1976), art. 2.1 (available at <http://www.ohchr.org/EN/ProfessionalInterest/Pages/CCPR.aspx>); International Covenant on Economic, Social and Cultural Rights (1976), art. 2.2 (available at <http://www.ohchr.org/EN/ProfessionalInterest/Pages/CESCR.aspx>); International Convention on the Elimination of All Forms of Racial Discrimination (1969), art. 7 (available at <http://www.ohchr.org/EN/ProfessionalInterest/Pages/CERD.aspx>). All citations in this footnote were last visited on November 25, 2015.

compact or agreement.

Pink, 315 U.S. at 230-31 (internal citations omitted). The Constitution does not tolerate the risk that a state's independent refusal to accept refugees will lead to serious international consequences. The Governor's policy implicates the exclusive powers of the federal government in an area where federal authority must be exclusive—"[i]f it be otherwise, a single State can, at her pleasure, embroil us in disastrous quarrels with other nations," *Chy Lung v. Freeman*, 92 U.S. 275, 280 (1875). Indiana's actions must yield to the carefully crafted decisions of the federal government with respect to refugee resettlement, and to the binding obligations of international treaties to which the United States is a signatory.

B. The actions of the defendants violate Title VI of the Civil Rights Act

Indiana's policy of barring Syrian refugees from resettling in Indiana is also discriminatory. Under Title VI of the Civil Rights Act of 1964, "[n]o person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. 42 U.S.C. § 2000d. Private parties may bring claims under Title VI for both injunctive relief and damages. *Alexander v. Sandoval*, 532 U.S. 275, 279 (2001). The two elements for establishing a cause of action pursuant to Title VI are "(1) that there is racial or national origin discrimination and (2) the entity engaging in discrimination is receiving federal financial assistance." *Baker v. Bd. of Regents of State of Kan.*, 991 F.2d 628, 631 (10th Cir. 1993).

Coextensive with the Equal Protection Clause of the Fourteenth Amendment, discrimination occurs under Title VI when the state "intentionally classif[ies] similarly situated individuals for different treatment on the basis of an impermissible characteristic, such as race,

national origin, or gender.” *Kelley v. Bd. of Trustees of Univ. of Illinois*, 832 F. Supp. 237, 242 (C.D. Ill. 1993), *aff’d sub nom. Kelley v. Bd. of Trustees*, 35 F.3d 265 (7th Cir. 1994); *see also Davis v. City of New York*, 959 F. Supp. 2d 324, 366 (S.D.N.Y. 2013) (“‘The reach of Title VI’s protection extends no further than the Fourteenth Amendment,’ but it extends just as far.”) (quoting *United States v. Fordice*, 505 U.S. 717, 732 n.27 (1992)). Intentional discrimination is shown either by providing direct evidence of discrimination or by alleging “circumstances that support an inference of discrimination.” *Swierkiewicz v. Sorema N.A.*, 534 U.S. 506, 510-11 (2002). Direct evidence of discrimination is evidence that, “if believed by the trier of fact, will prove the particular fact in question without reliance upon inference or presumption.” *Randle v. LaSalle Telecommunications, Inc.*, 876 F.2d 563, 569 (7th Cir. 1989). Such evidence “includes any statement or written document showing a discriminatory motive on its face.” *Portis v. First Nat. Bank of New Albany, Miss.*, 34 F.3d 325, 329 (5th Cir. 1994).

Here, the discriminatory policy is explicit: the Governor stated that “effective immediately, I am directing all state agencies to suspend the resettlement of additional Syrian refugees in the state of Indiana”; and the next day, the Family and Social Services Administration notified Exodus in writing to alert its “national resettlement agency that the scheduled placement for the Syrian family scheduled to arrive this Thursday, November 19, and all subsequent Syrian arrivals be suspended or redirected to another state that is willing to accept Syrian placements until assurances that proper security measures are in place have been provided by the federal government.” (Miller-Varga ¶ 34 and Exhibit D to Miller-Varga). The directive applies solely to Syrian refugees and the only criterion for barring refugees from the State of Indiana is their Syrian nationality. The purpose of the Governor’s directive is to exclude Syrians from resettlement in Indiana and the benefits that would flow to them from the State. Indiana is

engaged in direct and explicit discrimination on the basis of national origin.

The second element of a Title VI claim is equally clear. The programs administered by Indiana—including refugee assistance, Medicaid, TANF, and SNAP—are all federally funded as are the monies being paid directly to Exodus by the state of Indiana pursuant to the agreements to provide employment-related and health services. *See* 8 U.S.C. § 1522.

The violation of Title VI here is confirmed by recent pronouncements of the federal government. As noted, on November 25, 2015, the federal Office of Refugee Resettlement issued a statement, indicating that states that, like Indiana, receive federal refugee resettlement monies may not discriminate based on a refugee's country of origin and a state's discrimination on this ground not only would violate its state plan requirements, 8 U.S.C. § 1522(a)(5), and 45 C.F.R. § 440.5(g), but would also violate Title VI. (Exhibit 2, attached).

The Governor's directive, denying benefits from federally-funded programs to Syrian refugees, constitutes intentional discrimination on the basis of national origin under Title VI of the Civil Rights Act of 1964. As the Third Circuit aptly stated:

Discrimination stems from a reliance on immaterial outward appearances that stereotype an individual with imagined, usually undesirable, characteristics thought to be common to members of the group that shares these superficial traits. It results in a stubborn refusal to judge a person on his merits as a human being. Our various statutes against discrimination express the policy that this refusal to judge people who belong to various, particularly disadvantaged, groups is too costly to be tolerated in a society committed to equal individual liberty and opportunity.

Bennun v. Rutgers State Univ., 941 F.2d 154, 173 (3d Cir.1991). Indiana's discriminatory policy is explicit and egregious, and it violates federal law. It must be enjoined for this reason as well.

C. The actions of the defendants violate equal protection

As noted immediately above, the actions of the defendants here discriminate against refugees from Syria based on their nationality. Not only does this discrimination violate Title VI

of the Civil Rights Act, but it also violates equal protection.

Under equal protection, a law that “impermissibly interferes with the exercise of a fundamental right or operates to the peculiar disadvantage of a suspect class” is reviewed under the strict scrutiny standard. *Massachusetts Bd. of Retirement v. Murgia*, 427 U.S. 307, 312 (1976) (footnotes omitted). Strict scrutiny requires the defendants to demonstrate that the “classifications ‘are narrowly tailored measures that further compelling governmental interests.’” *Johnson v. California*, 543 U.S. 499, 505 (2005) (internal citation omitted). This is a rigorous standard and the Supreme Court has noted that it is “‘strict’ in theory but usually ‘fatal’ in fact” inasmuch as “[o]nly rarely are statutes sustained in the face of strict scrutiny.” *Bernal v. Fainter*, 467 U.S. 216, 219 n.6 (1984) (internal citation omitted).

It is well-established that discrimination against aliens who are lawfully in the United States is subject to strict scrutiny. Thus, in *Takahashi, supra*, the Supreme Court struck down a California statute that had denied fishing licenses to lawful residents who were ineligible for citizenship noting that “[t]he Fourteenth Amendment . . . embod[ies] a general policy that all persons lawfully in this country shall abide ‘in any state’ on an equality of legal privileges with all citizens under non-discriminatory laws.” 334 U.S. at 420.⁷ In *Graham v. Richardson*, 403 U.S. 365 (1971), the Court likewise invalidated statutes that prohibited aliens lawfully in the United States from receiving public assistance. In doing so the Court noted that classifications based on alienage “are inherently suspect and subject to close judicial scrutiny.” *Id.* at 372.

Of course, Governor Pence and the Family and Social Services Administration are not

⁷ The Court in *Takahashi* invalidated a statute banning the issuance of fishing licenses to persons “ineligible to citizenship,” 334 U.S. at 413, insofar as California was constitutionally prohibited from excluding “lawful residents of the State from making a living by fishing . . . while permitting all others to do so,” *id.* at 421. A previous version of the statute at issue prohibited the issuance of a license to any “alien Japanese,” although this version was amended pre-litigation “for fear that it might be ‘declared unconstitutional.’” *Id.* at 413. Of course, the Governor’s action here applies to only one nationality.

discriminating against all aliens, just ones from Syria. However, this distinction does not save the defendants' efforts from being subjected to strict scrutiny. For the Court in *Richardson* also noted that state classifications based on nationality are subject to the same strict scrutiny. *Id.* See also, e.g., *Midi v. Holder*, 566 F.3d 132, 137 (4th Cir. 2009) (strict scrutiny is applied to national-origin discrimination against lawfully admitted aliens); *Benson v. Arizona State Bd. of Dental Examiners*, 673 F.2d 272, 277 n.15 (9th Cir. 1982) (citing *Graham*, 403 U.S. at 371-72).

The Governor has asserted that the suspension order is based on his desire to ensure the safety and security of Hoosiers. While, as a theoretical matter, ensuring safety is compelling, theorizing a hypothetical need is not sufficient to demonstrate a compelling state interest. Instead, “[t]he State must specifically identify an ‘actual problem’ in need of solving.” *Brown v. Entertainment Merchants Ass’n*, ___U.S. ___, 131 S.Ct. 2729, 2738 (2011) (quoting *U.S. v. Playboy Entertainment Group, Inc.*, 529 U.S. 803, 822 (2000)). “Conclusory statement[s]” are not enough. *Playboy*, 529 U.S. at 822. Alluding to a terrorist attack in Paris is simply not the identification of “an actual problem” with regard to the Syrian refugees coming to America after a lengthy and extensive review by the federal government.

Nor is the suspension of resettlement ordered by the Governor the least restrictive alternative to meet security concerns, even if these concerns were compelling. A total ban on all Syrian refugees because of a theoretical concern that one refugee may engage in terrorist activities is the antithesis of least restrictive alternative. To the contrary, it is a categorical assumption (not based on *any* facts), and is the most restrictive means of addressing the “problem” that can be imagined. Of course, the least restrictive thing to do is to individually review all refugees being placed. But, of course, the State of Indiana cannot do this as the placement of refugees is solely a federal responsibility. And, the federal government is already

doing this. This highlights what is the actual least restrictive alternative—to rely on the detailed and lengthy screening process to which the United States subjects all refugees.

The Governor has imposed a draconian remedy for a hypothetical problem. This would not pass low-level scrutiny, let alone the strict scrutiny demanded here. The actions of the Governor, and the Secretary of the Family and Social Services Administration in following the Governor's lead, violate equal protection.

II. The other requirements for the grant of a preliminary injunction are met here

A. The actions of the defendants are causing irreparable harm for which there is no adequate remedy at law

The actions of the defendants therefore violate the Equal Protection Clause and civil rights laws, and are also preempted. It has been repeatedly held that denial of constitutional rights is irreparable harm in and of itself. “Courts have . . . held that a plaintiff can demonstrate that a denial of an injunction will cause irreparable harm if the claim is based upon a violation of the plaintiff's constitutional rights.” *Overstreet v. Lexington-Fayette Urban County Gov't*, 305 F.3d 566, 578 (6th Cir. 2002); *see also, e.g., Cohen v. Coahoma County, Miss.*, 805 F. Supp. 398, 406 (N.D. Miss. 1992) (“It has repeatedly been recognized by the federal courts at all levels that violation of constitutional rights constitutes irreparable harm as a matter of law.”). The same is true if a plaintiff is injured by state action that is preempted by federal law. *See Valle del Sol v. Whiting*, No. CV-10-1061-PHX-SRB, 2012 WL 8021265, at *6 (D. Ariz. Sept. 5, 2012) (“[I]f an individual or entity faces the imminent threat of enforcement of a preempted state law and the resulting injury may not be remedied by monetary damages, the individual or entity is likely to suffer irreparable harm.”), *aff'd*, 732 F.3d 1006 (9th Cir. 2013), *cert. denied*, 134 S.Ct. 1876 (2014); *cf. Arizona*, 132 S. Ct. at 2510 (affirming in substantial part a preliminary injunction issued on preemption grounds).

Moreover, the actions of the defendants, will continue to frustrate and thwart Exodus's basic mission—to work with all refugees so they can establish new lives for themselves and their families in Indiana.⁸ Exodus cannot afford and compensate for the loss of federal grant money passed through the State of Indiana without severe negative repercussions on its ability to provide for the families it serves, and it will be difficult, if not impossible, for Exodus to make up for the loss of these monies and other services. This is also irreparable harm. As Judge Barker of this Court recognized in granting a preliminary injunction against cuts to foster care and adoption assistance payments paid by Indiana, “[t]here is much more than money at issue in this case. . . . It is the quality of care promised to the children under the applicable statutes that is at stake in the case at bar. Any deficiency in such care cannot later be undone with monetary compensation.” *C.H. v. Payne*, 683 F. Supp. 2d 865, 884 (S.D. Ind. 2010). The risk to the refugee families served by Exodus here is no less grave.

There is no adequate remedy at law that can remedy this irreparable harm. Only an injunction will prevent this harm.

B. The balance of harms favors Exodus

Without a preliminary injunction, therefore, Exodus and the refugees it serves will be subjected to irreparable harm for which there is no adequate remedy at law. If defendants are required to provide the federally mandated aid and services to the refugees and to Exodus they will suffer no harm whatsoever. Moreover, governmental entities cannot claim that being required to comply with the requirements of the Constitution is harmful. *See Christian Legal*

⁸ Frustration of an organization's mission is, itself, irreparable harm. *See, e.g., Valle del Sol*, 732 F.3d at 1029 (noting the presence of irreparable harm where, among other things, the “the organizational plaintiffs have shown ongoing harms to their organizational missions as a result of the statute”); *Michigan Protection & Advocacy Service, Inc. v. Flint Community Schools*, No. 15-12470, 2015 WL 7423591 at *4 (E.D. Mich. Nov. 23, 2015) (“the plaintiff will suffer irreparable harm if it is not able to obtain the records necessary for it to pursue its mission”); *Caron Found. of Florida, Inc. v. City of Delray Beach*, 879 F. Supp. 2d 1353, 1373 (S.D. Fla. 2012) (“Frustration of a rehabilitation provider's mission can cause irreparable harm.”).

Soc’y v. Walker, 453 F.3d 853, 867 (7th Cir. 2006) (holding that if a governmental entity “is applying [a] policy in a manner that violates [the plaintiff’s] First Amendment rights . . . then [the] claimed harm is no harm at all”). The balance of harms therefore favors the issuance of equitable relief.

C. The public interest will not be disserved by the grant of a preliminary injunction

“Vindication of constitutional freedoms is in the public interest.” *See, e.g., McIntire v. Bethel School*, 804 F. Supp. 1415, 1429 (W.D. Okla. 1992) (internal citation and quotation omitted). Moreover, it is in the public interest to enjoin laws that may have profound deleterious international consequences. “[T]he public interest favor[s] preserving the uniform application of federal immigration standards.” *Villas at Parkside Partners v. City of Farmers Branch, Tex.*, 701 F. Supp. 2d 835, 859 (N.D. Tex. 2010), *aff’d*, 726 F.3d 524 (5th Cir.) (en banc), *cert. denied*, 134 S.Ct. 1491 (2014). Finally, “it is clear that it would not be equitable or in the public’s interest to allow the state . . . to violate the requirements of federal law, especially when there are no adequate remedies available.” *Valle del Sol*, 732 F.3d at 1029 (internal citation and quotations omitted).

D. The preliminary injunction should issue without bond

Although an injunction will require the State to pass through the federal monies to Exodus and the Syrian refugees it is resettling, these are monies that have already been appropriated to the State and that the State would be willing to pay if refugees from other countries were being served. Therefore, the grant of the preliminary injunction will not threaten any real monetary injury to the defendants. In the absence of such injury, no bond should be required. *See, e.g., Doctor’s Assocs., Inc. v. Stuart*, 85 F.3d 975, 985 (2d Cir. 1996).

Conclusion

“The history of the United States is in part made of the stories, talents, and lasting contributions of those who crossed oceans and deserts to come here.” *Arizona*, 132 S. Ct. at 2510. In barring refugees from Syria, Indiana has overstepped its authority and has violated Title VI of the Civil Rights Act as well as the Equal Protection Clause. A preliminary injunction should therefore issue in this case. The defendants should be enjoined from taking any actions to interfere with the resettlement of Syrian refugees in the State of Indiana and they should further be required to provide all monies and services due refugees resettled in the State of Indiana by Exodus Refugee Immigration.

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Certificate of Service

I hereby certify that on this 2nd day of December, 2015, a copy of the foregoing was filed electronically with the Clerk of this Court. A copy will be served by the Court's system on

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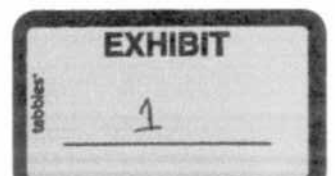
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

EXODUS REFUGEE IMMIGRATION, INC.,)	
)	
Plaintiff,)	
)	
v.)	No. 1:15-cv-1858-TWP-DKL
)	
MIKE PENCE, in his official capacity as)	
Governor of the State of Indiana,)	
JOHN WERNERT, M.D, in his official capacity)	
as the Secretary of the Indiana Family and Social)	
Services Administration,)	
)	
Defendants.)	

Declaration of Carleen Miller and Cole Varga

Carleen Miller and Cole Varga being duly sworn, say that:

1. Carleen Miller is currently the Executive Director of Exodus Refugee Immigration, Inc. (“Exodus”). Cole Varga is currently the Director of Operations for Exodus.
2. Carleen Miller is set to leave her position on December 4, 2015 and will go to work for Church World Service, which is one of the agencies, known as Voluntary Agencies/National Resettlement Agencies, that work directly with the federal government to place persons approved for resettlement in the United States as refugees. Cole Varga will be the acting Executive Director when Carleen Miller leaves the agency.
3. Carleen Miller has been Executive Director of Exodus since 2008 and Cole Varga has been Director of Operations since May 14, 2013.
4. Exodus is an Indiana not-for-profit corporation.
5. Exodus is one of three agencies in Indiana that receives federally-approved refugees to resettle in the state.



6. The mission of Exodus is to work with refugees – worldwide victims of persecution, injustice and war – to establish self-sufficient lives in freedom and sanctuary for themselves and their families in Indiana.

7. In fiscal year 2015 it assisted 892 refugees and it is scheduled to receive 890 in the current fiscal year.

8. Of these 890 refugees, 215 are projected to be from North East / South Asia. This number will largely be made up of refugees from Syria.

9. We are aware that the United States State Department's Bureau for Populations, Refugees and Migration ("PRM") is the federal office that determines that refugees may be admitted to the United States.

10. PRM, in turn works with nine national organizations, known as Voluntary Agencies - that have cooperative agreements with PRM to provide reception and placement services for approved refugees.

11. Two of these Voluntary Agencies are Church World Service and Episcopal Migration Ministries, otherwise known as "DFMS" for Domestic and Foreign Missionary Society.

12. We know from working with refugees that the approval process for the federal government, through PRM, to approve refugees is a lengthy one – generally taking at minimum 18 to 24 months before the refugee is allowed to come to the United States.

13. Once a refugee is approved for resettlement in the United States, the Voluntary Agencies will meet and review information and records of the refugees and determine where the federally-approved refugees will be resettled.

14. After this decision is made, contact will be made with local agencies that have been approved to work with the refugees in their new communities.

15. The refugees who are being placed have lawful admission status and they are eligible to become permanent residents after one year and eventually citizens of the United States after five years.

16. Before the refugees arrive, the local agencies will do necessary work to prepare for their arrival, including obtaining and furnishing a place for the refugee to live, and performing pre-case management work and other services.

17. The local agency will receive a set amount for each refugee to assist in paying for these efforts through PRM's Reception and Placement Program.

18. This money comes from the federal government, passed through the Voluntary Agency or Agencies that the local agency works with.

19. Once the refugees arrive they are entitled to federal monies passed through the states that may include direct monetary aid known as Refugee Cash Assistance ("RCA") or, if the family is eligible, Temporary Assistance for Needy Families ("TANF"), a federal cash assistance program administered by each State; Refugee Medicaid, a medical assistance program administered by the states but federally funded; and Supplemental Nutritional Assistance Program ("SNAP") assistance, a program providing access to food that is funded by the United States Department of Agriculture, but administered by the states.

20. Federal monies are also available for employment services and training and the refugees are entitled to various health services.

21. Indiana receives refugee resettlement monies to aid refugees in becoming self-sufficient and integrated into their new communities through the federal Office of Refugee Resettlement. The bulk of the federal money that is ultimately given to refugees or local agencies goes through

the Indiana Family and Social Services Administration that employs Indiana's Refugee Coordinator. The State then pays the money out to local agencies assisting refugees.

22. Indiana has submitted a state plan agreeing to comply with all federal requirements concerning refugees sent to Indiana.

23. Both Episcopal Migration Ministries (DFMS) and Church World Services have cooperative agreements with PRM to resettle refugees and we have contracts with both voluntary agencies to provide these services for refugees in the Indianapolis area.

24. Under the cooperative agreement that Exodus has directly with PRM and the two Voluntary Agencies, Exodus receives a set amount from the federal government, passed through the Voluntary Agencies, for each refugee who is placed to assist with necessary initial settlement costs, including administrative expenses. This is the Reception and Placement program noted above. The money is used to procure places for the refugee family to live, to pay initial living expenses, and to pay for Exodus staff and administrative expenses, among other things.

25. Additionally, Exodus has a grant agreement with the Family and Social Services Administration to provide refugee employment and social services. (The agreement and its extension are attached as Exhibit 1 and Exhibit 2).

26. Although the money for this grant comes from the federal government, it is paid to the Family and Social Services Administration which then makes grant reimbursement payments to Exodus.

27. Exodus uses this money to provide refugee employment services that include, among other things, specific services provided to refugees, Exodus-staff costs, and Exodus-administrative costs.

28. Additionally, the Indiana State Department of Health receives federal funds to provide health services to the refugees who are assigned to Exodus. These services include medical screenings, immunization, and other health services.

29. Exodus also has a grant agreement with the Indiana State Department of Health for a health promotions program for refugees. This program is funded by the federal government and the funds are passed through to Exodus by the State of Indiana. (Exhibit 3).

30. In August 2015 Exodus was notified by Episcopal Migration Ministries (DFMS) that a refugee family from Syria had been approved for placement in Indiana with Exodus being assigned to work with the family.

31. In anticipation of the family's arrival Exodus expended both resources and staff time to, among other things: procure an apartment for the family, get the apartment ready, and do other work in anticipation of the arrival.

32. This necessarily diverted both staff time and resources away from Exodus's other projects and families.

33. Shortly before the family was due to arrive, the Governor of Indiana announced that he was suspending resettlement of Syrian, and only Syrian, refugees in Indiana.

34. Following the Governor's announcement the Family and Social Services Administration notified Exodus that it should alert its "national resettlement agency that the scheduled placement for the Syrian family scheduled to arrive this Thursday, November 19, and all subsequent Syrian arrivals be suspended or redirected to another state that is willing to accept Syrian placements until assurances that proper security measures are in place have been provided by the federal government." (Exhibit 4).

35. The Syrian family that was supposed to come to Indiana and work with Exodus was in flight to Indiana but was, instead, diverted at the airport in New York and sent to Connecticut where the family has been resettled.

36. Exodus expended money preparing for the family for which it will receive no federal reimbursement as the family did not settle here. The Reception and Placement monies are not paid until and unless the family is actually placed.

37. Although this one family did not resettle in Indiana, Exodus is scheduled to receive additional Syrian refugee families.

38. Exodus has been informed by Episcopal Migration Ministries (DFMS) and Church World Services that there are currently four Syrian refugee cases consisting of 19 persons approved for refugee status by the federal government that have been assigned to Exodus and who are expected to arrive in Indiana in the next few weeks or months.

39. Exodus will be given approximately two weeks' notice, or less, before the refugees arrive.

40. Exodus has been notified by the Voluntary Agencies who place refugees with them that despite the Governor's suspension the Syrian refugees, Syrians along with other nationalities will continue to be placed with Exodus for resettlement in Indianapolis.

41. Exodus has committed to resettling Syrians in 2016. And, in June of 2015, the State Refugee Coordinator for Indiana acknowledged that Exodus would be resettling Syrian refugees in the State of Indiana. (Exhibit 5).

42. However, the decision by the Governor to suspend the State's resettlement efforts will be extremely detrimental to Exodus.

43. For one thing, if the State suspends its participation in the resettlement of refugees from Syria, Exodus will not receive the employment grant monies and the health grant from the State of Indiana for the Syrian refugees that it receives for other refugees from other countries.

44. This will be very harmful to Exodus, a not-for-profit organization that simply cannot afford this loss of funding without severe negative repercussions on its ability to provide for the families it serves.

45. These serious repercussions will be greatly magnified when the State refuses to release the federal funding and provide the direct assistance to the refugees to which they are entitled: Refugee Cash Assistance or TANF, SNAP benefits, and Refugee Medicaid.

46. It will be difficult, if not impossible, for Exodus to make up for the refugees' loss of these monies and services, although it will attempt to do so.

47. However, this will result in services being taken away from other areas and will put a serious strain on the ability of Exodus to serve its population of refugees from Syria and other countries.

48. Not only will this jeopardize Exodus's ability to function and fulfill its mission, it will potentially put it in breach of its agreements with its Voluntary Agencies.

49. Exodus's mission is to serve all refugees who are placed with us, regardless of their place of origin. However, the actions and threatened actions of the Governor and the Family and Social Services Administration in essence demand that Exodus discriminate against Syrian refugees because of their nationality. This is directly contrary to everything for which Exodus stands.

Verification

We verify, under the penalties of perjury, that the foregoing is true.

Executed on: 12/1/15
DATE



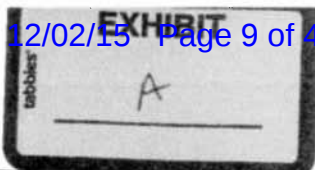
Carleen Miller, MA, LMHC, LMFT



Cole Varga

Prepared by:

Kenneth J. Falk
No. 6777-49
ACLU of Indiana
1031 E. Washington St.
Indianapolis, IN 46202



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process:

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

Received

SEP 30 2013

IDOA Contracts



1. EDS Number: F1-4-49-14-LJ-0515	2. Date prepared: 9/17/2013
--------------------------------------	--------------------------------

3. CONTRACTS & LEASES

<input type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input checked="" type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input type="checkbox"/> Amendment# _____
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: 62130-F6740.672805	5. Account Name: FSSA DHHS Fund
6. Total amount this action: \$1,235,000.00	7. New contract total: 1,235,000.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2014	\$926,250.00
Year 2015	\$308,750.00
Year	\$
Year	\$

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 10/1/2013	12. To (month, day, year): 9/30/2014
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input type="checkbox"/> RFP# _____	<input checked="" type="checkbox"/> Other (specify) SUBRECIPIE

35. Will the attached document involve data processing or telecommunications systems(s)?
Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
45 CFR 400.1, 45 CFR 400.141-400.158

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
Grantee as a federally approved provider for employment services to refugees in Indiana that include counseling, job development, job placement, and other social services related to training and employment.

38. Justification of vendor selection and determination of price reasonableness:
Grantee has been approved by the US Department of State to provide refugee services in Indiana. This is one of organizations within the state that at this time have been approved to provide these services.

39. If this contract is submitted late, please explain why. (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval 	41. Date Approved 9/17/2013
44. Attorney General's Office approval MM	45. Date Approved 10/15/2013

AGENCY INFORMATION

14. Name of agency: Family & Social Services Admin	15. Requisition Number:
---	-------------------------

16. Address: FSSA, Contract Management
402 W WASHINGTON ST RM W353
INDIANAPOLIS, IN 46204

AGENCY CONTACT INFORMATION

17. Name: Thompson-Rutledge, Paggy K	18. Telephone #: 317/232-1349
19. E-mail address: Paggy.Thompson@fssa.in.gov	

COURIER INFORMATION

20. Name: FSSA / COMMAND	21. Telephone #: 317-233-4703
22. E-mail address: Contract.Status@fssa.in.gov	

VENDOR INFORMATION

23. Vendor ID # 0000057898	25. Telephone #: (317)921-1836
24. Name: EXODUS REFUGEE/IMMIGRATION INC	
26. Address: EXODUS REFUGEE IMMIGRATION 1125 BROOKSIDE AVE STE C9 INDIANAPOLIS, IN 46202	

27. E-mail address: cmiller@exodusrefugee.org

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) Yes No

29. Primary Vendor: M/WBE/IN-Veteran	30. Primary Vendor Percentages
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	100.0 %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

31. Sub Vendor: M/WBE/IN-Veteran	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IN-Veteran: _____ %

33. Is there Renewal Language in the document? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

RECEIVED

SEP 07 2013

ORGANIZATION



**INDIANA FAMILY AND SOCIAL SERVICES ADMINISTRATION
DIVISION OF FAMILY RESOURCES
SUB-RECIPIENT GRANT AGREEMENT WITH
EXODUS REFUGEE/IMMIGRATION, INC.
EDS # F1-4-49-14-LJ-0515**

This Sub-Recipient Grant Agreement (this "Grant Agreement"), entered into by and between Indiana Family and Social Services Administration, Division of Family Resources (the "State") and **Exodus Refugee/Immigration, Inc.** (the "Sub-Recipient Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Grant Funds.

The purpose of this Grant Agreement is to enable the State to award a grant of **\$1,235,000.00** to the Grantee for eligible costs of the refugee employment services or project (the "Project") described in **Attachments A and B** of this Grant Agreement, which are incorporated fully by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code §12-13-5-2 et. seq. establishing the authority to make this Grant, as well as any rules adopted thereunder. Funding for this Grant Agreement is provided by the United States Department of Health and Human Services through 8 USC 1521 et seq., (Refugee Social Services Formula Grant) and 45 CFR 400.1 (Targeted Assistance Grant). The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

2. Representations and Warranties of the Grantee.

- A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.
- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant 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 Grantee.

3. Implementation of and Reporting on the Project.

- A. The Grantee shall implement and complete the Project in accordance with **Attachment B** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.
- B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a monthly basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term.

This Grant Agreement commences on **October 1, 2013** and shall remain in effect through **September 30, 2014**. Unless otherwise provided herein, it may be extended or renewed upon the written agreement of the parties and in conformance with IC §5-22-17-4, and as permitted by the state or federal law governing this Grant.

5. Grant Funding.

- A. The State shall fund this grant in the amount of **\$1,235,000.00**. The approved Project Budget is set forth as **Attachment A** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- B. The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

- A. Unless otherwise authorized by statute and agreed to in this Grant Agreement, all payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing. If advance payment of a portion of the grant funds is permitted by statute, and the State agrees to provide such advance payment, it shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures.
- A. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State.
- B. If partial payment has been established as a payment point, the State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to

date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

- D. Claims shall be submitted to the State within sixty (60) calendar days following the end of the month in which the good, service, deliverable has been provided and/or reimbursable expenses paid. All final claims and reports must be submitted to the State within sixty (60) calendar days of the expiration of a specific Claim Program ID effective date, after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied.
- E. Claims must be submitted with accompanying supportive documentation, as designated by the State. Incomplete claims submitted or claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to successfully perform or execute the policies and/or provisions made in this agreement may result in the denial and/or partial payment of claims submitted for reimbursement.

7. Project Monitoring by the State.

The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Attachment B**, the grant application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Attachment A** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Audits and Maintenance of Records.

- A. Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.
- B. If required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the

expiration of this Grant Agreement, the Grantee shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Grant Agreement. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Grantee is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Grant Agreement. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Grantee's fiscal year. The Grantee agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Grantee, and not of a parent, member, or subsidiary corporation of the Grantee, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Grant Agreement and that the Grantee is not out of compliance with the financial aspects of this Grant Agreement.

9. Compliance with Laws.

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under other applicable laws.
- C. The Grantee certifies by entering into this Grant 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. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the

State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may 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 disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project 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 the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC §5-22-3-7:
- (1) The Grantee and any principals of the Grantee certify that:
 - (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) the Grantee will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
 - (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement even if IC §24-4.7 is preempted by federal law.

10. Drug-Free Workplace Certification.

This clause is required by Executive Order 90-5 and applies to all individuals and private legal entities who receive grants or contracts from State agencies. This clause was modified in 2005 to apply only to Contractor's employees within the State of Indiana and cannot be further modified, altered or changed. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including,

but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee'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 Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; 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 Grantee 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 State 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.

11. Employment Eligibility Verification.

As required by IC §22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.

- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

12. Funding Cancellation.

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

13. Governing Law.

This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

14. Information Technology Accessibility Standards.

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

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 Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant 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, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee 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.

16. Notice to Parties.

Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Matthew P. Schomburg, Indiana Refugee Coordinator
FSSA/DFR Noble County Office
702 Goodwin Place, Suite A.
Kendallville, IN 46755-1143

B. Notices to the Grantee shall be sent to:

Carleen Miller
Exodus Refugee/Immigration, Inc.
1125 Brookside Avenue, Suite C9
Indianapolis, IN 46202

17. Order of Precedence.

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal law or other controlling document described in paragraph 20, below; (2) this Grant Agreement, (3) attachments prepared by the State, (4) attachments prepared by Grantee; (5) Invitation to Apply for Grant; and (6) the Grant Application.

18. Termination for Breach.

- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

19. Termination for Convenience.

Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

20. Federal and State Third-Party Contract Provisions.

If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal grant / contract provisions attached as **Attachment B** and incorporated fully herein.

21. Confidentiality, Security and Privacy of Client Personal Information.

- A. Terms used, but otherwise not defined in this Agreement shall have the same meaning as those found in 45 CFR Parts 160, 162, and 164.
- B. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (sections 1171 through 1179 of the Social Security Act), including any subsequent amendments to such Act.
- C. "HIPAA Rules" mean the rules adopted by and promulgated by the US Department of Health and Human Services ("HHS") under HIPAA and other relevant federal laws currently in force or subsequently made, such as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), as enumerated under 45 CFR Parts 160, 162, and 164, including without limitation any and all additional or modified regulations thereof. Subsets of the HIPAA Rules include:
- 1) "HIPAA Enforcement Rule" as defined in 45 CFR Part 160;
 - 2) "HIPAA Security Rule" as defined in 45 CFR Part 164, Subparts A and C;
 - 3) "HIPAA Breach Rule" as defined in 45 CFR Part 164, Subparts A and D; and
 - 4) "HIPAA Privacy Rule" as defined in 45 CFR Part 164, Subparts A and E.
- D. If Grantee is deemed a Business Associate to the State, Grantee is hereby authorized by the State to create, receive, maintain, and/or transmit Protected Health Information ("PHI") and other Personally Identifiable Information (meaning personal information as collectively defined in IC 4-1-6-1 and IC 4-1-11-3, "PII") on the State's behalf pursuant to and consistent with the Services performed by Grantee under this Agreement.
- E. Grantee agrees that as a Business Associate to the State it is obligated to comply with the HIPAA Rules, as such Rules apply to Business Associates, throughout the term of this Agreement and thereafter as may be required by federal law and such compliance will be at Grantee's sole expense. Further:
- 1) Grantee will not use or further disclose PHI or PII except as expressly permitted by this Agreement or as required by law; provided however, nothing in this Agreement shall be construed to permit Grantee use or disclose PHI in a manner that would violate the provisions of the HIPAA Privacy Rule as such Rule applies to the State

with regard to the Services performed by Grantee under this Agreement or otherwise cause the State to be non-compliant with the HIPAA Privacy Rule.

- 2) Grantee understands it must fully comply with the HIPAA Security Rule and will employ appropriate and compliant safeguards to reasonably prevent the use or disclosure of PHI and PII other than as permitted by this Agreement or required by the HIPAA Privacy Rule. Such safeguards will be designed, implemented, operated, and managed by Grantee at Grantee's sole expense and following the Grantee's best professional judgment regarding such safeguards. Upon the State's reasonable request, Grantee will review such safeguards with the State. Grantee will implement the following HIPAA requirements for any forms of PHI or PII that the Grantee receives, maintains, or transmits on behalf of the State:
 - a) Administrative safeguards under 45 CFR § 164.308
 - b) Physical safeguards under 45 CFR § 164.310
 - c) Technical safeguards under 45 CFR § 164.312
 - d) Policies and procedures and documentation requirements under 45 CFR §164.316
- 3) Grantee understands that it is subject to the HIPAA Enforcement Rule under which Grantee may be subject to criminal and civil penalties for violations of and non-compliance with the HIPAA Rules.

F. Improper Disclosure, Security Incident, and Breach Notification.

- 1) Grantee understands that it is subject to the HIPAA Breach Rule.
- 2) For the purposes of this Agreement, the term Breach has the same meaning as defined in the HIPAA Breach Rule. The term "Security Incident" shall mean an action or event that has resulted in the improper use or disclosure of PHI or PII in Grantee's safekeeping (in violation of this Agreement and/or in violation of the HIPAA Privacy Rule), the reasonable possibility or suspected possibility that an improper use or disclosure of PHI or PII may have occurred, or circumstances in which PHI or PII has been exposed to an opportunity for improper use or disclosure.
- 3) If a Security Incident occurs or if Grantee suspects that a Security Incident may have occurred with respect to PHI and/or PII in Grantee's safekeeping:
 - a) Grantee shall notify the State of the Security Incident within one (1) business day of when Grantee discovered the Security Incident; such notification shall be made to the FSSA Privacy Office in a manner reasonably prescribed by the FSSA Privacy Officer and shall include as much detail as the Grantee reasonably may be able to acquire within the one (1) business day.

- b) For the purposes of such Security Incidents, "discovered" and "discovery" shall mean the first day on which such Security Incident is known to the Grantee or, by exercising reasonable diligence, would have been known to the Grantee. Regardless of whether the Grantee failed to exercise reasonable diligence, improperly delaying the notification of discovery beyond the one day requirement, the Grantee will notify the FSSA Privacy Office within one day of gaining actual knowledge of a breach.
- c) In collaboration with the FSSA Privacy Office, Grantee shall undertake all commercially reasonable efforts necessary to thoroughly investigate the Security Incident and to provide all results of such investigation to the FSSA Privacy Office, including but not limited to Grantee personnel involved, source and cause of the Security Incident, specific information disclosed, disclosure victims (those whose PHI/PII was disclosed), disclosure recipients, supporting materials, actions taken to mitigate or stop the Security Incident, and similar details.
- d) Grantee's investigation must be undertaken expeditiously and completed to the extent that a determination of whether a Breach has occurred can be reasonably made, including the identification of the victims or likely victims, within a reasonable timeframe as mutually agreed upon with the FSSA Privacy Office, from the date of discovery of the Security Incident. Grantee shall provide details of its investigation to the FSSA Privacy Office on an ongoing basis until the investigation is complete.
- e) Grantee and the FSSA Privacy Office will collaborate on the results of Grantee's investigation; the determination as to whether a Breach has occurred rests solely with the FSSA Privacy Office.
- f) If it is determined by the FSSA Privacy Office that a Breach has occurred:
- i. Grantee agrees that it shall be responsible for, including all costs with respect to, fulfilling the State's and/or Grantee's obligations for notice to all of the known and suspected victims of the Breach. Such notice shall comply with the HIPAA Breach Rule notification requirements and/or applicable notification requirements under State law.
 - ii. Grantee further agrees that such notification will be made under its name, unless otherwise specified by the FSSA Privacy Office. Grantee will coordinate its Breach notification efforts with the FSSA Privacy Office; the FSSA Privacy Office will approve Grantee's Breach notification procedures and plans, including the format and content of the notice(s) prior to such notification being made.

- iii. Grantee accepts full responsibility for the Breach and any resulting losses or damages incurred by the State or any victim of the Breach.
 - iv. Grantee will undertake all commercially reasonable efforts necessary to mitigate any deleterious effects of the Breach for the known and suspected victims of the Breach.
 - v. The State, through the FSSA Privacy Office, will make the appropriate notifications to HHS and/or the applicable State agencies with respect to the Breach, unless the Grantee is directed to do so by the FSSA Privacy Office.
- g) Grantee will undertake commercially reasonable corrective actions to eliminate or minimize to the greatest degree possible the opportunity for an identified Security Incident to reoccur and provide the FSSA Privacy Office with its plans, status updates, and written certification of completion regarding such corrective actions.
- G. Subcontractors. Grantee agrees that in accordance with the HIPAA Privacy Rule any subcontractors engaged by Grantee (in compliance with this Agreement) that will create, receive, maintain, or transmit State PHI/PII on Grantee's behalf will contractually agree to the same restrictions, conditions, and requirements that apply to Grantee with respect to such PHI/PII.
- H. Access by Individuals to their PHI. Grantee acknowledges that in accordance with the HIPAA Privacy Rule individuals for whom Grantee has direct possession of their PHI on the State's behalf have the right to inspect and amend their PHI, and have the right for an accounting of uses and disclosures of such PHI, except as otherwise provided therein. Grantee shall provide such right of inspection, amendment, and accounting of disclosures to such individuals upon reasonable request by the State (or by such individuals if the State directly refers such individuals to Grantee). In situations in which Grantee does not have direct possession of such PHI, then the State shall be responsible for such inspection, amendment, and accounting of disclosures rights by individuals.
- I. Access to Records. Grantee shall make available to HHS and/or the State, Grantee's internal practices, books, and records relating to the use and disclosure of PHI and PII provided to Grantee by the State or created, received, maintained, or transmitted by Grantee on the State's behalf. Grantee shall promptly inform the State by giving notice to the FSSA Privacy Office of any request by HHS (or its designee) for such internal practices, books, and/or records and shall provide the State with copies of any materials or other information made available to HHS.
- J. Return of Protected Health Information. Upon request by the State or upon termination of this Agreement, Grantee will, at the State's sole option, either return or destroy all copies of any PHI or PII provided to Grantee by the State, including PHI or PII created, received, maintained, or transmitted by Grantee on the State's behalf and Grantee shall warrant in writing that it has returned or destroyed such PHI and/or PII. Further, upon termination of this agreement Grantee will not retain any copies of any such PHI and PII and shall warrant same in writing.

- K. At the sole discretion of the State, the State may terminate this Agreement for Grantee's material breach of this Section 12.
- L. Grantee agrees to participate in a disaster recovery plan, as appropriate to the Grantee's Services, as determined by the State to be necessary to uphold integral business functions in the event of an unforeseen disaster.
- M. Drug and Alcohol Records. In the performance of the Services under this Agreement, Grantee may have access to confidential information regarding alcohol and drug abuse patient records. Grantee agrees that such information is confidential and protected information and promises and assures that any such information, regardless of form, disclosed to Grantee for the purposes of this Agreement will not be disclosed or discussed with others without the prior written consent of the State. The Grantee and the State will comply with the applicable requirements of 42 CFR Part 2 and any other applicable federal or state law or regulatory requirement concerning such information. The Grantee will report any unauthorized disclosures of such information in compliance with Section 12.
- N. Confidentiality of State Information. The Grantee understands and agrees that data, materials, and information disclosed to the Grantee may contain confidential and protected information. The Grantee covenants that data, material and information gathered, based upon or disclosed to the Grantee for the purpose of this Agreement, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Grantee for the State under this Agreement may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Grantee and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Grantee, Grantee agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Agreement. The Grantee shall report any unauthorized disclosures of Social Security numbers to the FSSA HIPAA Compliance Office within one (1) business day of the date of discovery.

- O. Grantee will indemnify and hold the State harmless from any loss, damage, costs, expense, judgment, sanction or liability, including, but not limited to, attorneys' fees and costs, that the State incurs or is subject to, as a result of a breach of this Section by the Grantee or any subcontractor, agent or person under Grantee's control. In the event a claim is made against the State for any such claim, cause of action, liability, damage, cost or expense, State may, at its sole option: (i) tender the defense to Grantee, who shall provide qualified and competent counsel to represent the State interest at Grantee's expense; or (ii) undertake its own defense, utilizing such professionals as it deems reasonably necessary, holding Grantee responsible for all reasonable costs thereof. In any event, State shall have the sole right to control and approve any settlement or other compromise of any claim brought against it that is covered by this Section.

22. FSSA Boilerplate Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified or changed the FSSA Boilerplate clauses in any way except for the following clauses which are named below:

21. Confidentiality, Security and Privacy of Client Personal Information - Added

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof.

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

Grantee:
Exodus Refugee/Immigration, Inc.

By: [Signature]
Printed Name: Carleen Miller
Title: Executive Director
Date: 9-20-13

State of Indiana Agency:
Family and Social Services Administration
Division of Family Resources

By: [Signature]
Lance V. Rhodes
Director
Date: 9/25/2013

Department of Administration

By: [Signature]
Jessica Robertson
Commissioner
Date: 10/2/13

State Budget Agency

(for) By: [Signature] (for)
Brian E. Bailey
Director
Date: 10-4-13

APPROVED as to Form and Legality:
Office of the Attorney General

By: [Signature] (for)
Gregory F. Zoeller
Attorney General
Date: 10/18/2013



ATTACHMENT DOCUMENT SUMMARY
10/02/2013

ATTACHMENT: A
AGREEMENT #: 49-14-LJ-0515
AGREEMENT TERM: 10/01/2013-09/30/2014

VENDOR INFORMATION:

LEGAL NAME: EXODUS REFUGEE/IMMIGRATION INC

MAILING ADDRESS: 1125 BROOKSIDE AVE., STE C9
Indianapolis, IN 46202

CONTACT NAME: CARLEEN MILLER
EMAIL ADDRESS: cmiller@exodusrefugee.org

TELEPHONE NUMBER: (317) 921-0836 EXT - 111
FAX NUMBER: (317) 921-1992

DIRECTOR'S NAME: CARLEEN MILLER
TELEPHONE NUMBER: (317) 921-0836 EXT - 111
FAX NUMBER: (317) 921-1992

FSSA CONTRACT CONTACT: Thompson-Rutledge, Peggy (317) 232-1349
EMAIL ADDRESS: Peggy.Thompson-Rutledge@fssa.IN.gov

FID/SSN: XX-XXX0090
PS Vendor ID: 0000057898

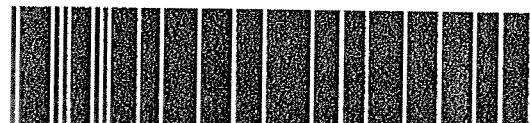
CHANGE NUMBER: ORIG

STATUTORY INFORMATION:

45 CFR 400.1
45 CFR 400.141-400.156

FINANCIAL SUMMARY:

CLAIM PROG ID	SERVICE CODE	PROGRAM	EFFECTIVE DATES	AWARD AMOUNT
49-14-KJ-0515-01	0157	Targeted Assist	10/01/2013-06/30/2014	\$288,750.00
49-14-KJ-0515-02	0157	Targeted Assist	07/01/2014-09/30/2014	\$96,250.00
49-14-LJ-0515-01	0090	Refugee Job Dev	10/01/2013-06/30/2014	\$637,500.00
49-14-LJ-0515-02	0090	Refugee Job Dev	07/01/2014-09/30/2014	\$212,500.00
TOTAL DOLLAR AMOUNT:				\$1,235,000.00





ATTACHMENT DOCUMENT DETAIL
10/02/2013

ATTACHMENT: A
AGREEMENT #: 49-14-LJ-0515
AGREEMENT TERM: 10/01/2013-09/30/2014

LEGAL NAME: EXODUS
CLAIM PROGRAM ID: REFUGEE/IMMIGRATION
PROGRAM TOTAL: INC
49-14-KJ-0515-01
288,750.00

PS VENDOR ID: 0000057898
DUNS #: 877785329
REGION: Customized

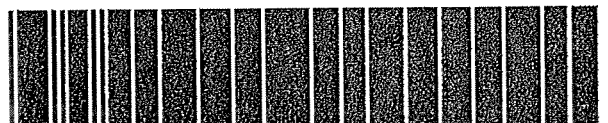
FUND DESCRIPTION: Targeted Assistance
Program 14
CFDA NUMBER: 93.584

FEDERAL YEAR: 2014
STATE YEAR: 2014
EFFECTIVE DATES: 10/01/2013-06/30/2014
CLOSE OUT DATE: 08/29/2014

SERVICE INFORMATION:		0157 TARGETED ASSISTANCE PROGRAM			
SERVICE EFF DATES:		10/1/2013-6/30/2014			
COMPONENT DESCRIPTION	COMPONENT DATES	UNITS	RATE	AWARD	AMT
.01 ADMINISTRATIVE FEE	10/01/13-6/30/14	ACTUAL COST	1.0000		0.00
.02 PERSONNEL COSTS	10/01/13-6/30/14	ACTUAL COST	1.0000		0.00
.03 SPACE COSTS	10/01/13-6/30/14	ACTUAL COST	1.0000		0.00
.04 MATERIALS & SUPPLIES	10/01/13-6/30/14	ACTUAL COST	1.0000		0.00
.05 PHONE & POSTAGE	10/01/13-6/30/14	ACTUAL COST	1.0000		0.00
.06 IN-STATE TRAVEL	10/01/13-6/30/14	ACTUAL COST	1.0000		0.00
.07 DIRECT SERVICES/TRAINING	10/01/13-6/30/14	ACTUAL COST	1.0000		0.00
.08 CONTRACTED SERVICES	10/01/13-6/30/14	ACTUAL COST	1.0000		0.00
SERVICE TOTAL:					288,750.00

SPECIAL CONDITIONS / CPID NOTES:

Counties served include; Hamilton, Hendricks, Johnson, Marion & Monroe.





ATTACHMENT DOCUMENT DETAIL
10/02/2013

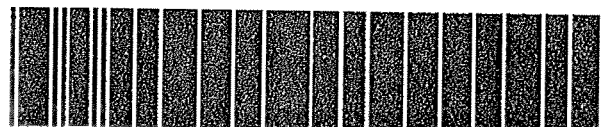
ATTACHMENT: A
AGREEMENT #: 49-14-LJ-0515
AGREEMENT TERM: 10/01/2013-09/30/2014

LEGAL NAME:	EXODUS	PS VENDOR ID:	0000057898
CLAIM PROGRAM ID:	REFUGEE/IMMIGRATION	DUNS #:	877785329
PROGRAM TOTAL:	INC 49-14-KJ-0515-02 96,250.00	REGION:	Customized
FUND DESCRIPTION:	Targeted Assistance Program 15	CFDA NUMBER:	93.584
FEDERAL YEAR:	2014	STATE YEAR:	2015
EFFECTIVE DATES:	07/01/2014-09/30/2014	CLOSE OUT DATE:	11/29/2014

SERVICE INFORMATION:		0157 TARGETED ASSISTANCE PROGRAM		
SERVICE EFF DATES:		7/1/2014-9/30/2014		
COMPONENT DESCRIPTION	COMPONENT DATES	UNITS	RATE	
.01 ADMINISTRATIVE FEE	7/01/14-9/30/14	ACTUAL COST	1.0000	
.02 PERSONNEL COSTS	7/01/14-9/30/14	ACTUAL COST	1.0000	
.03 SPACE COSTS	7/01/14-9/30/14	ACTUAL COST	1.0000	
.04 MATERIALS & SUPPLIES	7/01/14-9/30/14	ACTUAL COST	1.0000	
.05 PHONE & POSTAGE	7/01/14-9/30/14	ACTUAL COST	1.0000	
.06 IN-STATE TRAVEL	7/01/14-9/30/14	ACTUAL COST	1.0000	
.07 DIRECT SERVICES/TRAINING	7/01/14-9/30/14	ACTUAL COST	1.0000	
.08 CONTRACTED SERVICES	7/01/14-9/30/14	ACTUAL COST	1.0000	
SERVICE TOTAL:			96,250.00	

SPECIAL CONDITIONS / CPID NOTES:

Counties served include; Hamilton, Hendricks, Johnson, Marion & Monroe.





ATTACHMENT DOCUMENT DETAIL
10/02/2013

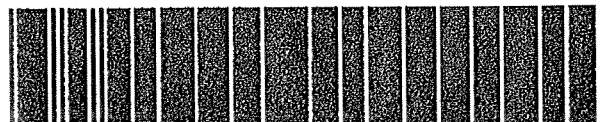
ATTACHMENT: A
AGREEMENT #: 49-14-LJ-0515
AGREEMENT TERM: 10/01/2013-09/30/2014

LEGAL NAME:	EXODUS	PS VENDOR ID:	0000057898
CLAIM PROGRAM ID:	REFUGEE/IMMIGRATION	DUNS #:	877785329
PROGRAM TOTAL:	INC 49-14-LJ-0515-01 637,500.00	REGION:	Customized
FUND DESCRIPTION:	Refugee Job Development 2014	CFDA NUMBER:	93.566
FEDERAL YEAR:	2014	STATE YEAR:	2014
EFFECTIVE DATES:	10/01/2013-06/30/2014	CLOSE OUT DATE:	08/29/2014

0090 REFUGEE EMPLOYMENT SERVICES				
SERVICE INFORMATION:				
SERVICE EFF DATES: 10/1/2013-6/30/2014				
COMPONENT DESCRIPTION				
	COMPONENT DATES	UNITS	RATE	
.15 Personnel	10/01/13-6/30/14	ACTUAL COST	1.0000	
.16 Space Costs	10/01/13-6/30/14	ACTUAL COST	1.0000	
.17 Materials & Supplies	10/01/13-6/30/14	ACTUAL COST	1.0000	
.18 Telephone & Postage	10/01/13-6/30/14	ACTUAL COST	1.0000	
.19 In-State Travel	10/01/13-6/30/14	ACTUAL COST	1.0000	
.20 Insurance	10/01/13-6/30/14	ACTUAL COST	1.0000	
.21 Professional Service/Consu	10/01/13-6/30/14	ACTUAL COST	1.0000	
.22 Direct Services/Training	10/01/13-6/30/14	ACTUAL COST	1.0000	
.23 Equipment	10/01/13-6/30/14	ACTUAL COST	1.0000	
SERVICE TOTAL:			637,500.00	

SPECIAL CONDITIONS / CPID NOTES:

Counties served include; Hamilton, Hendricks, Johnson, Marion & Monroe.





ATTACHMENT DOCUMENT DETAIL
10/02/2013

ATTACHMENT: A
AGREEMENT #: 49-14-LJ-0515
AGREEMENT TERM: 10/01/2013-09/30/2014

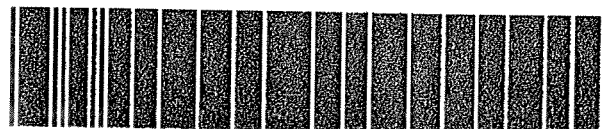
LEGAL NAME: EXODUS
CLAIM PROGRAM ID: REFUGEE/IMMIGRATION
PROGRAM TOTAL: INC 49-14-LJ-0515-02 212,500.00
FUND DESCRIPTION: Refugee Job Development 2015
FEDERAL YEAR: 2014
EFFECTIVE DATES: 07/01/2014-09/30/2014

PS VENDOR ID: 0000057898
DUNS #: 877785329
REGION: Customized
CFDA NUMBER: 93.566
STATE YEAR: 2015
CLOSE OUT DATE: 11/29/2014

SERVICE INFORMATION:		0090 REFUGEE EMPLOYMENT SERVICES		
SERVICE EFF DATES:		7/1/2014-9/30/2014		
COMPONENT DESCRIPTION		COMPONENT DATES	UNITS	RATE
.15	Personnel	7/01/14-9/30/14	ACTUAL COST	1.0000
.16	Space Costs	7/01/14-9/30/14	ACTUAL COST	1.0000
.17	Materials & Supplies	7/01/14-9/30/14	ACTUAL COST	1.0000
.18	Telephone & Postage	7/01/14-9/30/14	ACTUAL COST	1.0000
.19	In-State Travel	7/01/14-9/30/14	ACTUAL COST	1.0000
.20	Insurance	7/01/14-9/30/14	ACTUAL COST	1.0000
.21	Professional Service/Consu	7/01/14-9/30/14	ACTUAL COST	1.0000
.22	Direct Services/Training	7/01/14-9/30/14	ACTUAL COST	1.0000
.23	Equipment	7/01/14-9/30/14	ACTUAL COST	1.0000
SERVICE TOTAL:				212,500.00

SPECIAL CONDITIONS / CPID NOTES:

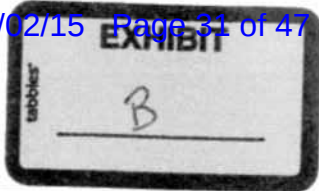
Counties served include; Hamilton, Hendricks, Johnson, Marion & Monroe.



ATTACHMENT B

Services provided under this agreement must adhere to the Social Services Manual and to the service components described below.

- **Personnel Costs:** estimate the amount of funds that will be used for salaries and wages, and all fringe benefits including payroll taxes, health insurance, and workers compensation. Please list all positions that will be paid from this program either directly or through cost allocation in the narrative. Identify each type of cost and the amount in the narrative.
- **Space Costs:** estimate the amount of funds that will be used for rent, mortgage, or user fees; utility costs; costs associated with maintenance and repairs. Please identify the type of costs and the amount in the narrative.
- **Materials and Supplies:** estimate the amount of funds that will be used to purchase materials, program supplies, printing costs and publications that will be used directly by the program. Identify the type of cost and amount in the narrative.
- **Telephone and Postage:** estimate the amount of funds that will be used for communication purposes. Identify the type of cost and amounts in the narrative.
- **Travel (In State):** estimate the amount of funds used for in-state travel. This program does not allow for out of state travel or conference fees. Identify the type of cost and amounts in the narrative.
- **Insurance:** estimate the amount of funds used for insurance cost related to the provision of this program. This will include general liability, automobile liability, and other program specific liability insurance coverage. Identify the types and amounts of each policy and the costs allocated to this program.
- **Professional Services/ Consultants:** estimate the amount of funds used for professional services and/or consultants for the Job Development Program. Identify each service, service provider, and amount in the narrative. This would include cost allocation of audit services, accounting services, legal services, and consultants hired specifically for this program.
- **Direct Services/Training Costs:** estimate the amount of funds that will be used for direct client services. Identify the type and amount of each cost in the narrative. This will include expenses such as bus passes, driver's education training, English language courses and so forth. Only courses which are time limited (less than one year) and specific in scope (such as drivers ed or language courses) will be allowed by this program.
- **Equipment:** All costs claimed for equipment purchase must have prior written approval from the State. Approval of equipment purchase requires the submission of a request to purchase, three written bids, and a summary of why the particular bid was chosen. Purchase may not occur until written approval is received. Equipment is defined as a cost of \$5,000.00 or more. Grantees are reminded that procurement transactions must comply with OMB Circulars regarding use of federal funds. Do not show any costs on this line until you are ready to supply the required request and accompanying documentation.



EXECUTIVE DOCUMENT SUMMARY
 State Form 41221 (R10/4-06) **Received**

Instructions for completing the EDS and the Contract process.

SEP 09 2015

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

IDA Contracts

10/30
ML

1. EDS Number: F1-4-49-14-LJ-0516	2. Date prepared: 8/12/2015
--------------------------------------	--------------------------------

3. CONTRACTS & LEASES

<input type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input checked="" type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# <u>3</u>
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA _____	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: 62130-F8740-572805	5. Account Name: FSSA DHHS Fund
6. Total amount this action: \$809,408.00	7. New contract total: 2,989,183.51
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2014	\$680,458.23
Year 2015	\$1,003,402.68
Year 2016	\$802,871.60
Year 2017	\$202,351.00

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 10/1/2013	12. To (month, day, year): 9/30/2016
---	---

13. Method of source selection:
 Bid/Quotation Emergency Negotiated
 RFP# _____ Other (specify) SUBRECIPIE Special Procurement

35. Will the attached document involve data processing or telecommunications system? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
45 CFR 400.1, 45 CFR 400.141-400.168

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
 This amendment is to add time and funds to the grant.
 Grantee as a federally approved provider for employment services to refugees in Indiana that include counseling, job development, job placement, and other social services related to training and employment.

38. Justification of vendor selection and determination of price reasonableness:
 Grantee has been approved by the US Department of State to provide refugee services in Indiana. This is one of organizations within the state that at this time have been approved to provide these services.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

AGENCY INFORMATION

14. Name of agency: Family & Social Svcs Admin	15. Requisition Number:
16. Address: FSSA, Contract Management 402 W WASHINGTON ST RM W363 INDIANAPOLIS, IN 46204	

AGENCY CONTACT INFORMATION

17. Name: Mel Cook	18. Telephone #: 317/232-1349
19. E-mail address: melvin.cook@fssa.in.gov	

COURIER INFORMATION

20. Name: FSSA / COMMAND	21. Telephone #: 317-233-4703
22. E-mail address: Contract.Status@fssa.in.gov	

VENDOR INFORMATION

23. Vendor ID # 0000067898	
24. Name: EXODUS REFUGEE/IMMIGRATION INC	25. Telephone #: (317)921-1836
26. Address: EXODUS REFUGEE IMMIGRATION 1125 BROOKSIDE AVE STE C9 INDIANAPOLIS, IN 46202	
27. E-mail address: emiller@exodusrefugee.org	

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) Yes No

29. Primary Vendor: M/WBE/IN-Veteran	30. Primary Vendor Percentages
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	100.0 %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

31. Sub Vendor: M/WBE/IN-Veteran	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IN-Veteran: _____ %

33. Is there Renewal Language in Yes No

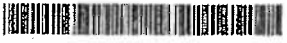
34. Is there a "Termination for Convenience" clause in the document? Yes No

RECEIVED

SEP 15 2015

OAG-ADVISORY

40. Agency fiscal officer or representative approval <i>[Signature]</i>	41. Date Approved 8/13/2015	42. Budget agency approval <i>[Signature]</i>	43. Date Approved 9-14-15
44. Attorney General's Office approval <i>[Signature]</i>	45. Date Approved 9-23-15	46. Agency representative receiving from AG	47. Date Approved



**INDIANA FAMILY AND SOCIAL SERVICES ADMINISTRATION
DIVISION OF FAMILY RESOURCES
AMENDMENT NUMBER THREE
TO SUB-RECIPIENT GRANT AGREEMENT WITH:
EXODUS REFUGEE/IMMIGRATION, INC.
EDS NUMBER: F1-4-49-14-LJ-0515**

This is an Amendment to the Sub-recipient Grant Agreement (this "Grant Agreement"), entered into by and between **Indiana Family and Social Services Administration, Division of Family Resources** (the "State") and **Exodus Refugee/Immigration, Inc.** (the "Grantee") dated **October 1, 2013** is executed pursuant to the terms and conditions set forth herein

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

The purpose of this Amendment is to modify **Paragraph 4 - Term** and **Paragraph 5 - Grant Funding**.

1. **Paragraph 4. Term** – The term of this Grant shall be increased by **twelve (12)** months and shall remain as having started on **October 1, 2013** and now expiring on **September 30, 2016**. This Amendment shall start on **October 1, 2015** and shall end on **September 30, 2016**.
2. **Paragraph 5. Grant Funding** - The **Grant Funding** associated with this Amendment shall be **increased** by **\$809,406.00** for a new total of **\$2,989,183.51**. These funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and as specified in financial "**Attachment AM3**". Financial "**Attachment AM2**" shall be superseded and replaced in its entirety by financial "**Attachment AM3**" which is attached hereto and incorporated herein.

All matters set forth in the original Grant and not affected by this Amendment shall remain in full force and effect.

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F1-4-49-14-LJ-0515

SIGNATURES


Non-Collusion and Acceptance

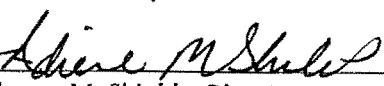
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant other than that which appears upon the face hereof.

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

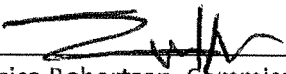
Exodus Refugee/Immigration, Inc.

**Family and Social Services Administration
Division of Family Resources**

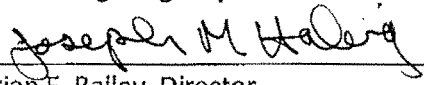
By: 
Printed Name: Carleen Miller
Title: Executive Director
Date: 9/1/15

By: 
Adrienne M. Shields, Director
Date: 9/4/2015

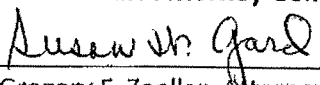
**Approved by:
Department of Administration**

By:  (for)
Jessica Robertson, Commissioner
Date: 9/1/15

**Approved by:
State Budget Agency**

 (for)
Brian E. Bailey, Director
Date: 9-14-15

**APPROVED as to Form and Legality:
Office of the Attorney General**

 (for)
Gregory F. Zoeller, Attorney General
Date: 9-23-2015



ATTACHMENT DOCUMENT SUMMARY
8/12/2015

ATTACHMENT: AM3
AGREEMENT #: 49-14-LJ-0515
AGREEMENT TERM: 10/01/2013-09/30/2016

VENDOR INFORMATION:

LEGAL NAME: EXODUS REFUGEE/IMMIGRATION INC

MAILING ADDRESS: 1125 BROOKSIDE AVE., STE C9
Indianapolis, IN 46202

CONTACT NAME: CARLEEN MILLER
EMAIL ADDRESS: cmiller@exodusrefugee.org

TELEPHONE NUMBER: (317) 921-0836 EXT - 111
FAX NUMBER: (317) 921-1992

DIRECTOR'S NAME: CARLEEN MILLER
TELEPHONE NUMBER: (317) 921-0836 EXT - 111
FAX NUMBER: (317) 921-1992

FSSA CONTRACT CONTACT: Mel Cook (317) 232-1349
EMAIL ADDRESS: Peggy.Thompson-Rutledge@fssa.IN.gov

FID/SSN: XX-XXX0090
PS Vendor ID: 0000057898

CHANGE NUMBER: CH5

STATUTORY INFORMATION:

45 CFR 400.1
45 CFR 400.141-400.156

FINANCIAL SUMMARY:

CLAIM PROG ID	SERVICE CODE	PROGRAM	EFFECTIVE DATES	AWARD AMOUNT
49-14-KJ-0515-01	0157	Targeted Assist	10/01/2013-06/30/2014	\$288,750.00
49-14-KJ-0515-02	0157	Targeted Assist	07/01/2014-06/30/2015	\$463,117.91
49-14-KJ-0515-03	0157	Targeted Assist	07/01/2015-06/30/2016	\$339,382.09
49-14-KJ-0515-04	0157	Targeted Assist	07/01/2016-09/30/2016	\$68,750.00
49-14-LJ-0515-01	0090	Refugee Job Dev	10/01/2013-06/30/2014	\$591,708.23
49-14-LJ-0515-02	0090	Refugee Job Dev	07/01/2014-06/30/2015	\$540,284.77
49-14-LJ-0515-03	0090	Refugee Job Dev	07/01/2015-06/30/2016	\$563,589.51





ATTACHMENT DOCUMENT SUMMARY
8/12/2015

ATTACHMENT: AM3
AGREEMENT #: 49-14-LJ-0515
AGREEMENT TERM: 10/01/2013-09/30/2016

**FINANCIAL
SUMMARY:**

CLAIM PROG ID	SERVICE CODE	PROGRAM	EFFECTIVE DATES	AWARD AMOUNT
49-14-LJ-0515-04	0090	Refugee Job Dev	07/01/2016-09/30/2016	\$133,601.00
TOTAL DOLLAR AMOUNT:				\$2,989,183.51





ATTACHMENT DOCUMENT DETAIL
8/12/2015

ATTACHMENT: AM3
AGREEMENT #: 49-14-LJ-0515
AGREEMENT TERM: 10/01/2013-09/30/2016

LEGAL NAME: EXODUS
CLAIM PROGRAM ID: REFUGEE/IMMIGRATION
PROGRAM TOTAL: INC **PS VENDOR ID:** 0000057898
 49-14-KJ-0515-01 **DUNS #:** 877785329
 288,750.00 **REGION:** Customized

FUND DESCRIPTION: Targeted Assistance
 Program 14 **CFDA NUMBER:** 93.584
FEDERAL YEAR: 2014
EFFECTIVE DATES: 10/01/2013-06/30/2014 **STATE YEAR:** 2014
CLOSE OUT DATE: 08/29/2014

0157 TARGETED ASSISTANCE PROGRAM				
10/1/2013-6/30/2014				
SERVICE INFORMATION:				
SERVICE EFF DATES:				
COMPONENT DESCRIPTION	COMPONENT DATES	UNITS	RATE	
.01 ADMINISTRATIVE FEE	10/01/13-6/30/14	ACTUAL COST	1.0000	
.02 PERSONNEL COSTS	10/01/13-6/30/14	ACTUAL COST	1.0000	
.03 SPACE COSTS	10/01/13-6/30/14	ACTUAL COST	1.0000	
.04 MATERIALS & SUPPLIES	10/01/13-6/30/14	ACTUAL COST	1.0000	
.05 PHONE & POSTAGE	10/01/13-6/30/14	ACTUAL COST	1.0000	
.06 IN-STATE TRAVEL	10/01/13-6/30/14	ACTUAL COST	1.0000	
.07 DIRECT SERVICES/TRAINING	10/01/13-6/30/14	ACTUAL COST	1.0000	
.08 CONTRACTED SERVICES	10/01/13-6/30/14	ACTUAL COST	1.0000	
SERVICE TOTAL:				288,750.00

SPECIAL CONDITIONS / CPID NOTES:
 Counties served include; Hamilton, Hendricks, Johnson, Marion & Monroe.





ATTACHMENT DOCUMENT DETAIL
8/12/2015

ATTACHMENT: AM3
AGREEMENT #: 49-14-LJ-0515
AGREEMENT TERM: 10/01/2013-09/30/2016

LEGAL NAME: EXODUS
CLAIM PROGRAM ID: REFUGEE/IMMIGRATION
PROGRAM TOTAL: INC
 49-14-KJ-0515-02
 463,117.91

PS VENDOR ID: 0000057898
DUNS #: 877785329
REGION: Customized

FUND DESCRIPTION: Targeted Assistance
 Program 15
FEDERAL YEAR: 2014
EFFECTIVE DATES: 07/01/2014-06/30/2015

CFDA NUMBER: 93.584
STATE YEAR: 2015
CLOSE OUT DATE: 08/29/2015

SERVICE INFORMATION:		0157 TARGETED ASSISTANCE PROGRAM		
SERVICE EFF DATES:		7/1/2014-6/30/2015		
COMPONENT DESCRIPTION		COMPONENT DATES	UNITS	RATE
.01	ADMINISTRATIVE FEE	7/01/14-6/30/15	ACTUAL COST	1.0000
.02	PERSONNEL COSTS	7/01/14-6/30/15	ACTUAL COST	1.0000
.03	SPACE COSTS	7/01/14-6/30/15	ACTUAL COST	1.0000
.04	MATERIALS & SUPPLIES	7/01/14-6/30/15	ACTUAL COST	1.0000
.05	PHONE & POSTAGE	7/01/14-6/30/15	ACTUAL COST	1.0000
.06	IN-STATE TRAVEL	7/01/14-6/30/15	ACTUAL COST	1.0000
.07	DIRECT SERVICES/TRAINING	7/01/14-6/30/15	ACTUAL COST	1.0000
.08	CONTRACTED SERVICES	7/01/14-6/30/15	ACTUAL COST	1.0000
SERVICE TOTAL:				463,117.91

SPECIAL CONDITIONS / CPID NOTES:

Counties served include; Hamilton, Hendricks, Johnson, Marion & Monroe.





ATTACHMENT DOCUMENT DETAIL
8/12/2015

ATTACHMENT: AM3
AGREEMENT #: 49-14-LJ-0515
AGREEMENT TERM: 10/01/2013-09/30/2016

LEGAL NAME: EXODUS
CLAIM PROGRAM ID: REFUGEE/IMMIGRATION
PROGRAM TOTAL: INC
 49-14-KJ-0515-03
 339,382.09

PS VENDOR ID: 0000057898
DUNS #: 877785329
REGION: STATEWIDE

FUND DESCRIPTION: Targeted Assistance
 Program 16
FEDERAL YEAR: 2015
EFFECTIVE DATES: 07/01/2015-06/30/2016

CFDA NUMBER: 93.584
STATE YEAR: 2016
CLOSE OUT DATE: 08/29/2016

SERVICE INFORMATION:		0157 TARGETED ASSISTANCE PROGRAM		
SERVICE EFF DATES:		7/1/2015-6/30/2016		
COMPONENT DESCRIPTION		COMPONENT DATES	UNITS	RATE
.01	ADMINISTRATIVE FEE	7/01/15-6/30/16	ACTUAL COST	1.0000
.02	PERSONNEL COSTS	7/01/15-6/30/16	ACTUAL COST	1.0000
.03	SPACE COSTS	7/01/15-6/30/16	ACTUAL COST	1.0000
.04	MATERIALS & SUPPLIES	7/01/15-6/30/16	ACTUAL COST	1.0000
.05	PHONE & POSTAGE	7/01/15-6/30/16	ACTUAL COST	1.0000
.06	IN-STATE TRAVEL	7/01/15-6/30/16	ACTUAL COST	1.0000
.07	DIRECT SERVICES/TRAINING	7/01/15-6/30/16	ACTUAL COST	1.0000
.08	CONTRACTED SERVICES	7/01/15-6/30/16	ACTUAL COST	1.0000
SERVICE TOTAL:				339,382.09





ATTACHMENT DOCUMENT DETAIL
8/12/2015

ATTACHMENT: AM3
AGREEMENT #: 49-14-LJ-0515
AGREEMENT TERM: 10/01/2013-09/30/2016

LEGAL NAME:	EXODUS	PS VENDOR ID:	0000057898
CLAIM PROGRAM ID:	REFUGEE/IMMIGRATION	DUNS #:	877785329
PROGRAM TOTAL:	INC	REGION:	STATEWIDE
	49-14-KJ-0515-04		
	68,750.00		
FUND DESCRIPTION:	Targeted Assistance Program 17	CFDA NUMBER:	93.584
FEDERAL YEAR:	2016	STATE YEAR:	2017
EFFECTIVE DATES:	07/01/2016-09/30/2016	CLOSE OUT DATE:	11/29/2016

0157 TARGETED ASSISTANCE PROGRAM				
SERVICE INFORMATION:				
SERVICE EFF DATES: 7/1/2016-9/30/2016				
COMPONENT DESCRIPTION				
		COMPONENT DATES	UNITS	RATE
.01	ADMINISTRATIVE FEE	7/01/16-9/30/16	ACTUAL COST	1.0000
.02	PERSONNEL COSTS	7/01/16-9/30/16	ACTUAL COST	1.0000
.03	SPACE COSTS	7/01/16-9/30/16	ACTUAL COST	1.0000
.04	MATERIALS & SUPPLIES	7/01/16-9/30/16	ACTUAL COST	1.0000
.05	PHONE & POSTAGE	7/01/16-9/30/16	ACTUAL COST	1.0000
.06	IN-STATE TRAVEL	7/01/16-9/30/16	ACTUAL COST	1.0000
.07	DIRECT SERVICES/TRAINING	7/01/16-9/30/16	ACTUAL COST	1.0000
.08	CONTRACTED SERVICES	7/01/16-9/30/16	ACTUAL COST	1.0000
SERVICE TOTAL:				68,750.00

SPECIAL CONDITIONS / CPID NOTES:

Counties served include; Hamilton, Hendricks, Johnson, Marion & Monroe.





ATTACHMENT DOCUMENT DETAIL
8/12/2015

ATTACHMENT: AM3
AGREEMENT #: 49-14-LJ-0515
AGREEMENT TERM: 10/01/2013-09/30/2016

LEGAL NAME: EXODUS
CLAIM PROGRAM ID: REFUGEE/IMMIGRATION
PROGRAM TOTAL: INC
 49-14-LJ-0515-01
 591,708.23
FUND DESCRIPTION: Refugee Job
 Development 2014
FEDERAL YEAR: 2014
EFFECTIVE DATES: 10/01/2013-06/30/2014

PS VENDOR ID: 0000057898
DUNS #: 877785329
REGION: Customized

CFDA NUMBER: 93.566
STATE YEAR: 2014
CLOSE OUT DATE: 08/29/2014

SERVICE INFORMATION:		0090 REFUGEE EMPLOYMENT SERVICES		
SERVICE EFF DATES:		10/1/2013-6/30/2014		
COMPONENT DESCRIPTION		COMPONENT DATES	UNITS	RATE
.15	Personnel	10/01/13-6/30/14	ACTUAL COST	1.0000
.16	Space Costs	10/01/13-6/30/14	ACTUAL COST	1.0000
.17	Materials & Supplies	10/01/13-6/30/14	ACTUAL COST	1.0000
.18	Telephone & Postage	10/01/13-6/30/14	ACTUAL COST	1.0000
.19	In-State Travel	10/01/13-6/30/14	ACTUAL COST	1.0000
.20	Insurance	10/01/13-6/30/14	ACTUAL COST	1.0000
.21	Professional Service/Consu	10/01/13-6/30/14	ACTUAL COST	1.0000
.22	Direct Services/Training	10/01/13-6/30/14	ACTUAL COST	1.0000
.23	Equipment	10/01/13-6/30/14	ACTUAL COST	1.0000
SERVICE TOTAL:				591,708.23

SPECIAL CONDITIONS / CPID NOTES:

Counties served include; Hamilton, Hendricks, Johnson, Marion & Monroe.





ATTACHMENT DOCUMENT DETAIL
8/12/2015

ATTACHMENT: AM3
AGREEMENT #: 49-14-LJ-0515
AGREEMENT TERM: 10/01/2013-09/30/2016

LEGAL NAME:	EXODUS	PS VENDOR ID:	0000057898
CLAIM PROGRAM ID:	REFUGEE/IMMIGRATION	DUNS #:	877785329
PROGRAM TOTAL:	INC	REGION:	Customized
	49-14-LJ-0515-02		
	540,284.77		
FUND DESCRIPTION:	Refugee Job Development 2015	CFDA NUMBER:	93.566
FEDERAL YEAR:	2014	STATE YEAR:	2015
EFFECTIVE DATES:	07/01/2014-06/30/2015	CLOSE OUT DATE:	08/29/2015

0090 REFUGEE EMPLOYMENT SERVICES			
7/1/2014-6/30/2015			
SERVICE INFORMATION:	COMPONENT DESCRIPTION	COMPONENT DATES	RATE
.15	Personnel	7/01/14-6/30/15	1.0000
.16	Space Costs	7/01/14-6/30/15	1.0000
.17	Materials & Supplies	7/01/14-6/30/15	1.0000
.18	Telephone & Postage	7/01/14-6/30/15	1.0000
.19	In-State Travel	7/01/14-6/30/15	1.0000
.20	Insurance	7/01/14-6/30/15	1.0000
.21	Professional Service/Consu	7/01/14-6/30/15	1.0000
.22	Direct Services/Training	7/01/14-6/30/15	1.0000
.23	Equipment	7/01/14-6/30/15	1.0000
SERVICE TOTAL:			540,284.77

SPECIAL CONDITIONS / CPID NOTES:

Counties served include; Hamilton, Hendricks, Johnson, Marion & Monroe.





ATTACHMENT DOCUMENT DETAIL
8/12/2015

ATTACHMENT: AM3
AGREEMENT #: 49-14-LJ-0515
AGREEMENT TERM: 10/01/2013-09/30/2016

LEGAL NAME: EXODUS
CLAIM PROGRAM ID: REFUGEE/IMMIGRATION
PROGRAM TOTAL: INC 563,589.51
PS VENDOR ID: 0000057898
DUNS #: 877785329
REGION: STATEWIDE
FUND DESCRIPTION: Refugee Job Development 2016
CFDA NUMBER: 93.566
FEDERAL YEAR: 2015
EFFECTIVE DATES: 07/01/2015-06/30/2016
STATE YEAR: 2016
CLOSE OUT DATE: 08/29/2016

0090 REFUGEE EMPLOYMENT SERVICES

SERVICE INFORMATION:

SERVICE EFF DATES:

7/1/2015-6/30/2016

COMPONENT DESCRIPTION

COMPONENT DATES

UNITS

RATE

.15	Personnel	7/01/15-6/30/16	ACTUAL COST	1.0000
.16	Space Costs	7/01/15-6/30/16	ACTUAL COST	1.0000
.17	Materials & Supplies	7/01/15-6/30/16	ACTUAL COST	1.0000
.18	Telephone & Postage	7/01/15-6/30/16	ACTUAL COST	1.0000
.19	In-State Travel	7/01/15-6/30/16	ACTUAL COST	1.0000
.20	Insurance	7/01/15-6/30/16	ACTUAL COST	1.0000
.21	Professional Service/Consu	7/01/15-6/30/16	ACTUAL COST	1.0000
.22	Direct Services/Training	7/01/15-6/30/16	ACTUAL COST	1.0000
.23	Equipment	7/01/15-6/30/16	ACTUAL COST	1.0000

SERVICE TOTAL:

563,589.51





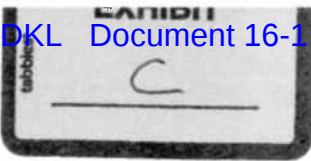
ATTACHMENT DOCUMENT DETAIL
8/12/2015

ATTACHMENT: AM3
AGREEMENT #: 49-14-LJ-0515
AGREEMENT TERM: 10/01/2013-09/30/2016

LEGAL NAME:	EXODUS	PS VENDOR ID:	0000057898
CLAIM PROGRAM ID:	REFUGEE/IMMIGRATION	DUNS #:	877785329
PROGRAM TOTAL:	INC 49-14-LJ-0515-04 133,601.00	REGION:	STATEWIDE
FUND DESCRIPTION:	Refugee Job Development 2017	CFDA NUMBER:	93.566
FEDERAL YEAR:	2016	STATE YEAR:	2017
EFFECTIVE DATES:	07/01/2016-09/30/2016	CLOSE OUT DATE:	11/29/2016

0090 REFUGEE EMPLOYMENT SERVICES				
SERVICE INFORMATION:				
SERVICE EFF DATES: 7/1/2016-9/30/2016				
COMPONENT DESCRIPTION				
		COMPONENT DATES	UNITS	RATE
.15	Personnel	7/01/16-9/30/16	ACTUAL COST	1.0000
.16	Space Costs	7/01/16-9/30/16	ACTUAL COST	1.0000
.17	Materials & Supplies	7/01/16-9/30/16	ACTUAL COST	1.0000
.18	Telephone & Postage	7/01/16-9/30/16	ACTUAL COST	1.0000
.19	In-State Travel	7/01/16-9/30/16	ACTUAL COST	1.0000
.20	Insurance	7/01/16-9/30/16	ACTUAL COST	1.0000
.21	Professional Service/Consu	7/01/16-9/30/16	ACTUAL COST	1.0000
.22	Direct Services/Training	7/01/16-9/30/16	ACTUAL COST	1.0000
.23	Equipment	7/01/16-9/30/16	ACTUAL COST	1.0000
SERVICE TOTAL:				133,601.00





Purchase Order Grant State of Indiana

Approved by Encompass Leadership Team - 2011

Order #	Date	Required Date	Page
0016523615	10/19/2015	11/18/2015	1 of 1
Requisition Number: 0000030412			
Vendor ID: 0000057898 REMIT001			
Agency: 00400 Health			
Pay Terms: 35 Days in Arrears			
Fund/Object/Center: 61910/ 573100 / 940000			

Vendor 0000057898 REMIT001 1

Remit to
 EXODUS REFUGEE/IMMIGRATION INC
 4550 CENTRAL AVE
 INDIANAPOLIS IN 46205

Ship To
 State Department of Health
 Section 2-C
 2 N MERIDIAN ST
 INDIANAPOLIS IN 46204

Vendor Name Address
 EXODUS REFUGEE/IMMIGRATION INC
 4550 CENTRAL AVE
 INDIANAPOLIS IN 46205

Bill To
 Health
 State Department of Health
 Section 2-C
 2 N MERIDIAN ST
 INDIANAPOLIS IN 46204

Vendor Contact
 Name:
 eMail:
 Phone:

Buyer
 Name: Seth C Greathouse - 00400
 eMail: SGreathouse@isdh.IN.gov

Purchase Order Line Details							
Item No	Description	(FOB Destination)	Qty Ordered	Qty Recd	UOM	Unit Price	Extended Amt
1- 1	Personnel		1.0000		EA	45,416.0000	45,416.00
	Contract ID: 0000000000000000000014562	Contract Line: 1	Release: 1				
2- 1	Fringe		1.0000		EA	11,350.0000	11,350.00
	Contract ID: 0000000000000000000014562	Contract Line: 2	Release: 2				
3- 1	Supplies		1.0000		EA	600.0000	600.00
	Contract ID: 0000000000000000000014562	Contract Line: 3	Release: 3				
4- 1	Transportation		1.0000		EA	1,500.0000	1,500.00
	Contract ID: 0000000000000000000014562	Contract Line: 4	Release: 4				
5- 1	Other		1.0000		EA	4,000.0000	4,000.00
	Contract ID: 0000000000000000000014562	Contract Line: 5	Release: 5				

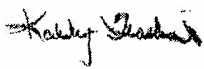
Deliveries acceptable only between 8:30 AM and 4:00 PM, Monday through Friday

Units of Measure, Handling, Totals, Signatures

The following UN/CEFACT Unit of Measure Common Codes are used in this document:
 EA Each

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Total PO Amt. \$ 62,866.00

Indiana Department of Administration Authorized Signatory 	CONFIRMATION OF RECEIPT	
	I certify that the items listed above were received. All commodities appeared to conform to specifications and showed no patent defects, except as otherwise noted. Signature of State Employee Receiver	Date Signed(Month/Day/Year)
FUNDING ENCUMBERED BY THE AUDITOR OF STATE		
I certify that there is sufficient unencumbered balance in the above account to cover the amount of this order, and that funds have been set aside for payment thereof.		



00400 0016523615



"People helping people help themselves"

Michael R. Pence, Governor
State of Indiana

Division of Family Resources
402 W. WASHINGTON STREET, ROOM W392
INDIANAPOLIS, IN 46204-2747

November 17, 2015

Ms. Carleen Miller
Executive Director
Exodus Refugee Immigration Inc.
1125 Brookside Avenue, Suite C9
Indianapolis, IN 46202

Dear Carleen,

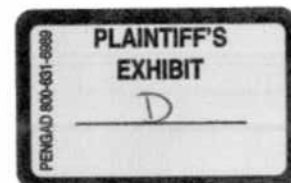
The Refugee Resettlement Office of the Indiana Family and Social Services Administration, Division of Family Resources, is proud of its longstanding relationship with our National Resettlement Agency partners. Our programs have been mentioned as models for the entire nation through the tireless dedication of Exodus and Catholic Charities staff to work in conjunction with state and local government, supportive agency partners, and volunteers. We have achieved this great success together by carefully considering what is best, for not only the refugees coming to Indiana, but their neighbors and communities as well.

Governor Pence issued a statement Monday citing his first responsibility as Governor is to ensure the safety and security of all Hoosiers. In his statement, the Governor directed all state agencies to suspend the resettlement of additional Syrian refugees in the State of Indiana pending assurances from the federal government that proper security measures have been achieved. We would ask that you notify your national resettlement agency that the scheduled placement for the Syrian family scheduled to arrive this Thursday, November 19, and all subsequent Syrian arrivals be suspended or redirected to another state that is willing to accept Syrian placements until assurances that proper security measures are in place have been provided by the federal government.

Should you have any questions or need additional information, please feel free to contact me at 317-234-2373 or Adrienne.shields@fssa.in.gov

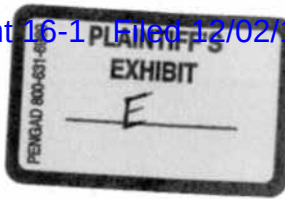
Sincerely,

Adrienne Shields
Director
FSSA Division of Family Resources



www.IN.gov/fssa
Equal Opportunity/Affirmative Action Employer





1125 Brookside Avenue, Suite C9
Indianapolis, Indiana 46202
(317) 921-0836 • Fax (317) 921-1992



**EXODUS
REFUGEE**
IMMIGRATION INC

June 6, 2015

An affiliate of:



Episcopal Migration
Ministries



Church World Service

Indianapolis Indiana
Exodus Refugee Immigration Inc.
Carleen Miller, Executive Director
317-921-0836
cmiller@exodusrefugee.org

Indiana
Matthew P. Schomburg, State Refugee Coordinator
(260) 599-0120
matthew.schomburg@fssa.in.gov

Quarterly Community Consultation held May 20, 2015

In participation with:

Total number of refugees for FY 2016 Discussed: 440 Projected to be resettled through Episcopal Migration Ministries and 450 Projected to be resettled through Church World Service. Total for Exodus 890.

American Baptist
Churches USA

Christian Church
(Disciples of Christ)

Primary nationalities projected to be resettled in FY 2016 include: Afghanistan, Bhutan, Burma, China, Cuba, Democratic Republic of Congo, El Salvador, Eritrea, Ethiopia, Guatemala, Honduras, Iraq, Iran, Somalia, Sudan, Syria. In addition, small numbers of other nationalities may also be resettled.

Christian Reformed
Church in North America

It is understood by both parties that the numbers of refugees discussed above, both in total and by case type, are the proposed number of refugees on this date. This number and case type breakdown can and may change throughout the year, either increasing or decreasing. This form is solely to record that a conversation of this depth has occurred, and both parties agree to the above numbers as of this date.

The Episcopal Church

Presbyterian Church (USA)

Reformed Church in
America

Additionally, both parties signing understand the "10% Rule," whereby a resettlement affiliate may exceed its final approved proposal number from PRM by 10% without the need to submit and amended abstract to PRM or the state refugee coordinator. Parties agree to make efforts to communicate if this may occur.

United Church of Christ

United Methodist Church

By checking this box the State Refugee Coordinator affirms that the State Refugee Health Coordinator was included, or that their input was solicited, as part of the above referenced conversation. This includes a conversation about common medical issues that the incoming populations may have.

[Signature] 6/22/15
Resettlement Agency Contact Date
Matthew P. Schomburg 6-23-15
State Refugee Coordinator Date

OFFICE OF REFUGEE RESETTLEMENT

An Office of the Administration for Children & Families

Listen

Resettlement of Syrian Refugees

Dear Colleague Letter 16-02

Published: November 25, 2015

Types: Dear Colleague Letter (DCL)

Dear Colleague,

The Office of Refugee Resettlement (ORR) remains committed to serving some of the world's most vulnerable people, those seeking refuge in the United States. ORR's role, which is a collaborative effort with you, the states, local governments, resettlement agencies and community-based organizations, is to help refugees achieve economic self-sufficiency and integration as quickly as possible after they arrive in the United States so they can begin new lives free from war, persecution and conflict.

We appreciate the continued strong commitment that many state and local leaders have expressed for the U.S. resettlement program and pledge to work with all states implementing the President's plan to resettle at least 10,000 Syrian refugees in the United States in FY 2016.

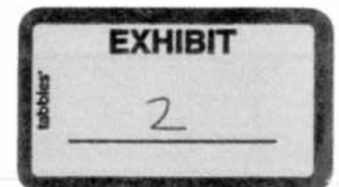
ORR is aware that state and local leaders, including some governors, have expressed concern about the resettlement of Syrian refugees in their states. In light of these concerns, we note that the resettlement process begins with the work of our federal agency partners in screening and vetting refugees. All refugees are subject to the highest level of security checks of any category of traveler to the United States, a multi-layered and intensive screening and vetting process involving multiple law enforcement, national security, and intelligence agencies across the Federal Government. Syrian refugees are subject to even more precautions than other refugees. It is the most robust screening process for any category of individuals seeking admissions into the United States, and it is only after admission that ORR and our partners in resettlement begin our work.

The Refugee Act of 1980 requires states to provide "assistance and services . . . to refugees without regard to race, religion, nationality, sex, or political opinion." 8 U.S.C. §1522(a)(5). Through the state plan process, states and ORR agree on the resettlement activities in each state. Consistent with the Refugee Act, state plans must include an assurance that "assistance and services funded under the plan will be provided to refugees without regard to race, religion, nationality, sex, or political opinion." 45 CFR §400.5(g). States must certify that their state plan is current and continues in effect each fiscal year. See 45 CFR §400.4.

States that continue to use ORR funding must ensure that assistance and services are delivered without regard to race, religion, nationality, sex, or political opinion. States may not deny ORR-funded benefits and services to refugees based on a refugee's country of origin or religious affiliation. Accordingly, states may not categorically deny ORR-funded benefits and services to Syrian refugees. Any state with such a policy would not be in compliance with the state plan requirements, applicable statutes, and their own assurances, and could be subject to enforcement action, including suspension or termination. In addition to these authorities, Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, prohibits discrimination on the bases of race and national origin in all programs or activities that receive Federal financial assistance. Thus, it is not permissible to deny federally funded benefits such as Medicaid or TANF to refugees who otherwise meet the eligibility requirements.

ORR is committed to ensuring that all refugees receive the assistance and services vital to achieving their potential in the United States and becoming self-sufficient, integrated members of our communities. You play an important role in the refugee resettlement program. We will continue to consult with you closely in the implementation of the program and to allay any concerns you may have about the program. We look forward to continuing our partnership with you.

Sincerely,
Robert Carey, Director
Office of Refugee Resettlement



Last Reviewed: November 25, 2015