

GRANT AGREEMENT

Contract #00000000000000000053252

This Grant Agreement (this "Grant Agreement"), entered into by and between the **Indiana State Police** (the "State") and the **Fort Wayne Police Department** (the "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; Funding Source – Modified. The Indiana State Police is the recipient of federal grant funds from the Department of Justice, Office of Juvenile Justice and Delinquency Prevention for use in connections with the 2020 Internet Crimes Against Children ("ICAC") Task Force Program – Catalog of Federal Domestic Assistance ("CFDA") # 16.543 – Missing Children's Assistance, Grant Number 2020-MC-FX-K008. An abstract of the project goal and objectives, performance measures, program design and implementation is set forth in **Exhibit A** of this Grant Agreement, which is incorporated fully by reference. The purpose of this Grant Agreement is to enable the State to award a 100% federal grant of **\$8,000.00** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in the Grantee's Grant Application, which is exempt from disclosure under IC 5-14-3-4(a)(3). The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with CFDA # 16.543 including the Cooperative Agreement Award Special Conditions, **Exhibit B** of this Grant Agreement, which is incorporated fully by reference.

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 – Modified. The Grantee shall be solely responsible for the proper design and implementation of the Project as described: The Grantee pledges its cooperation with the Indiana State Police in a partnership as a member of the Indiana Crimes Against Children Task Force. The Grantee will be provided with the funds for the purpose of reimbursing expenses incurred by the Grantee for the equipment, supplies, and/or training relating to the investigation of Internet crimes against children and to assist in their participation with the Indiana Internet Crimes Against Children Task Force.

The Indiana State Police is the lead applicant for the 2020 Indiana Internet Crimes Against Children Task Force, Grant Number 2020-MC-FX-K008 CFDA # 16.543. The State and the Grantee agree to the following responsibilities:

- A. Provided the Grantee is current on all reporting requirements detailed in 3(I), funds will be reimbursed to the receiving agency upon receipt of original or copied invoice and verification of payment.
- B. The State is responsible for administering and making all decisions with regard to the grant program.
- C. The State is responsible for addressing any other issues that arise during the course of the funding period.
- D. The Grantee agrees to adhere to the ICAC Operational and Investigative Standards.
- E. The Grantee will not conduct "chat investigations" unless they can provide proof of passing an ICAC sanctioned "chat investigation" training.
- F. The Grantee agrees to accept any and all investigative leads received by the granting agency from the National Center for Missing and Exploited Children and report the disposition of pursuant investigations to ICAC leads management system.
- G. The Grantee will follow all Federal, State, and Local law as well as case law deemed appropriate by the ICAC Commander.
- H. The Grantee agrees to attend regularly scheduled meetings of the Indiana ICAC Task Force.
- I. The Grantee agrees to completely file any and all tracking reports in a timely manner, both to the State and directly to the United States Department of Justice or United States Office of Management and Budget, as requested. Such reports shall include, but not necessarily be limited to:
 - 1. Semi-annual progress report to the State within fifteen days of the close of the reporting period for any and all Annual Continuation Funding.
 - 2. Quarterly financial report to the State within fifteen days of the close of the reporting period for any and all Annual Continuation Funding.
 - 3. Monthly Data Report to the State within ten days of the close of the reporting period for any and all Annual Continuation Funding.
 - 4. Any other reports as may be required by the State, United States Department of Justice, or the United States Office of Management and Budget.

The roles and responsibilities described above are contingent upon the Indiana State Police receiving the funds requested for this project. The Grantee agrees to complete the Project in accordance with the plans and specifications contained in its 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.

4. Term. This Grant Agreement commences on **October 01, 2020** and shall remain in effect through **November 15, 2021**. Only expenditures made during the federal grant period of October 01, 2020 through September 30, 2021 will be reimbursed under this Grant. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding – Modified.

A. The State shall fund this Grant in the amount of **\$8,000.00**. The Project costs funded by this Grant Agreement and those funded by any local and/or private share shall not 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. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment 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. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. 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 30 calendar days following the end of the **month** in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than **90** calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within **45** calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a **monthly** basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

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 **Exhibit A**, the Grant Application, the terms and conditions of the Grant Agreement, and the special conditions **Exhibit B**;

B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with Project activities set forth in **Exhibit A** and **Exhibit B** 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. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The 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 the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in Exhibit C (Guidelines for Non-governmental Entities).

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.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** 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 any 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. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification. 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.

12. 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.

13. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, 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.

14. 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.

15. 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>.

16. Insurance – Removed.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically 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 as amended by Executive Order 13672.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Captain Bryan Harper
Indiana State Police – ICAC
8468 East 21st Street
Indianapolis, IN 46219

B. Notices to the Grantee shall be sent to:

Captain Matt Enyeart
Fort Wayne Police Department
1 Main Street
Fort Wayne, IN 46802

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in clause 24, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. 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 to 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.

22. 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.

23. Travel – Modified. No expenses for travel will be reimbursed unless specifically authorized by this Grant. Travel expenses are defined as transportation, lodging, subsistence, and related items such as parking, tolls, and baggage. Travel expenses shall only be reimbursed for expenses incurred while the employee is in travel status on official business related to the Project. Permitted expenses will be reimbursed at the following rates:

A. Lodging expenses will be reimbursed using actual expenses incurred or the rates supplied on the United States General Services Administration's Per Diem Rates

Look-Up website (<https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup>), whichever is less.

B. Subsistence will be paid using the State of Indiana's current rates of \$26.00 per day for in-state travel and \$32.00 per day for out-of-state travel. Overnight travel must be involved in order to claim subsistence.

C. Mileage will be reimbursed using the State of Indiana's current rate of \$0.39 per mile.

D. All efforts should be made by the traveler to keep expenses low. Examples include, but are not limited to, driving rather than flying, booking economy class airfare, using economy parking at the airport and/or self-parking rather than valet.

E. Sections 23(B) and 23(C), above, will be paid at the State of Indiana rates at the time of travel regardless of the rates described in this grant. The State of Indiana rates for subsistence and mileage can be found at <https://www.in.gov/idoa/state-purchasing/travel-services/>.

24. Federal and State Third-Party Contract Provisions – Modified. 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 of CFDA # 16.543, which is incorporated fully herein by reference and attached as **Exhibit A** and **Exhibit B**.

25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties - Removed.

26. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2021 OAG/ IDOA Professional Services Contract Manual* or the *2021 SCM Template*) in any way except as follows:

1. Purpose of this Grant Agreement; Funding Source – Modified
3. Implementation of and Reporting on the Project – Modified
5. Grant Funding – Modified
16. Insurance – Removed
23. Travel – Modified
24. Federal and State Third-Party Contract Provisions – Modified
25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties – Removed

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. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

In Witness Whereof, the 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 agree to the terms thereof.

Fort Wayne Police Department

By: *Karl Mblick*
7678CA544EED48D...

Title: Assistant Chief of Police

Date: 5/3/2021 | 13:01 EDT

Indiana State Police

By: *Mickey J. James*
47690B3DA57540B...

Title: Chief Financial Officer

Date: 5/3/2021 | 11:10 PDT

Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E. Rokita, Attorney General

Exhibit A

**INDIANA INTERNET CRIMES AGAINST CHILDREN TASK FORCE
October 1, 2020 through September 30, 2021**

PROJECT ABSTRACT

The Indiana State Police is applying for funds to continue its statewide multidisciplinary, multijurisdictional Internet Crimes Against Children (ICAC) Task Force. The Indiana ICAC Task Force interdicts, investigates, prevents, and prosecutes sexual exploitation offences against children by offenders who use image-capturing equipment (i.e., still cameras and video camera), the Internet, online communication systems, or other computer technology. Crimes investigated by the Indiana ICAC Task Force include the production, dissemination, receipt, possession, and advertisement of child pornography; online child sexual solicitation; and online child sexual extortion.

The Indiana ICAC Task Force is staffed with qualified and dedicated personnel. The Task Force is composed of experienced and well-qualified investigators, computer examiners, and federal and state prosecutors. The Task Force has a proven record in investigating and successfully prosecuting online sexual predators and individuals who produce, disseminate, receive, possess, advertise, and traffic in child pornography; sexually solicit children via the Internet; and sexually extort children via the Internet.

The purpose of this grant application is to continue to provide funding for the Indiana Internet Crimes Against Children Task Force to continue its efforts in protecting children against child predators and those who produce, disseminate, receive, possess, advertise, and traffic in child pornography; sexually solicit children via the Internet; and sexually extort children via the Internet. Progress during this grant period will be measured by the collection of data demonstrating investigative effectiveness, prosecutorial outcome, and public awareness efforts. The Indiana ICAC Task Force needs Office of Juvenile Justice and Delinquency Prevention (OJJDP) assistance to maintain and continue expanding the capabilities of effectively protecting Indiana children.

Exhibit A

**PROGRAM NARRATIVE
October 1, 2020 through September 30, 2021**

INDIANA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

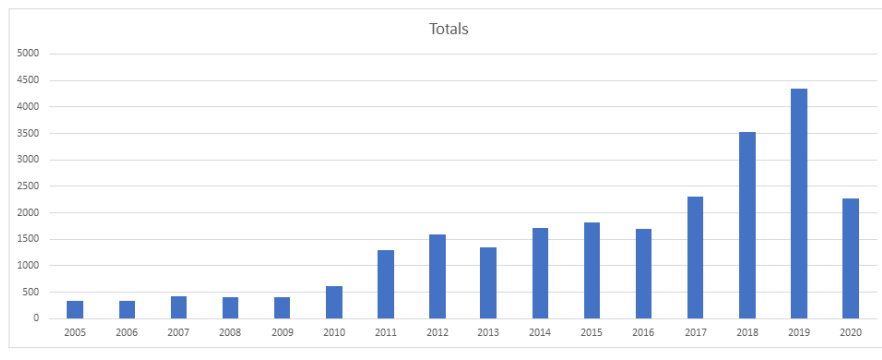
Description of the Issue

The primary problem addressed by this funding request is the proliferation of Internet crimes targeting children in Indiana along with offenders in Indiana targeting children in other jurisdictions. Specifically, the Indiana ICAC Task Force (Task Force) will focus on the investigation and prosecution of online solicitation/enticement, child pornography that is disseminated, and received via the Internet, and child pornography which possessed on electronic devices and storage media. The Task Force will provide training for officers and detectives investigating Internet crimes against children. Training will also be provided to citizens, school groups, civic groups, and professional outside the criminal justice system who interact with children regarding Internet safety. The funding will help address the need for improved equipment and training for investigators statewide. Funding will continue to fund the full-time analyst who is trained in various tasks including managing the National Center for Missing and Exploited Children CyberTip system, managing administrative subpoenas and computer forensics.

On a daily basis, Task Force investigators receive calls from citizens reporting child pornography on the Internet, and online solicitation and harassment of children. Task Force investigators, acting in an undercover capacity, are confronted with solicitations by those wanting to trade in child pornography or victimize children each time they access the Internet. This has resulted in the investigation of numerous cases. The Task Force also responds to

Exhibit A

frequent allegations reported through the National Center for Missing and Exploited Children. In 2018 the Task Force received 3,533 CyberTips from the National Center for Missing and Exploited Children. In 2019 the Indiana ICAC Task Force received 4,344 CyberTips. The following chart depicts the number of CyberTips received annually by the Task Force from 2005 through April 2020. January to April of 2020 the Indiana ICAC Task Force received 2276 CyberTips. At the current rate the task force will exceed 2019.



The Task Force currently has a backlog of child pornography complaints requiring future investigation that are expected to result in the executions of search warrants or consensual encounters (“knock and talks”). During non-working hours, evening hours, and on weekends investigators often receive inquiries from officers in the field that are actively involved in cases involving the victimization of children via the Internet. The Task Force has also assisted officers and investigators from various parts of Indiana, around the country, and internationally with inquiries and requests for assistance regarding ICAC investigations in their areas. Internet crimes against children have affected all areas of Indiana. The Indiana ICAC Task Force regularly conducts investigations in both federal districts. Investigations range geographically from the Chicago suburb of Lake County to Ft. Wayne in the Northern District

Exhibit A

and from Indianapolis to Evansville in the Southern District. Along with broadband cable and DSL Internet access throughout the state, many areas now have 4G LTE and LTE spread spectrum cellular connectivity in addition to gigabit fiber at competitive rates, providing the bandwidth to easily disseminate and receive large quantities of child pornography. Indianapolis is a test case for 5G. The future of 5G will be faster download of larger data sets. This problem is still to be determined, but the expectation is it will lead to bigger issues. The increase in inter-connectable devices continues to increase the size of data that needs to be examined. The following chart depicts amount of data examined solely by the Indiana State Police Cyber Crime Unit:

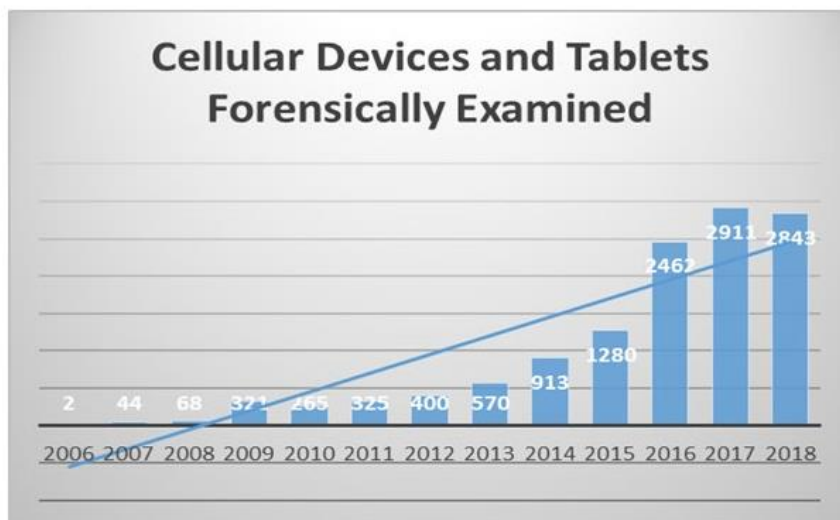
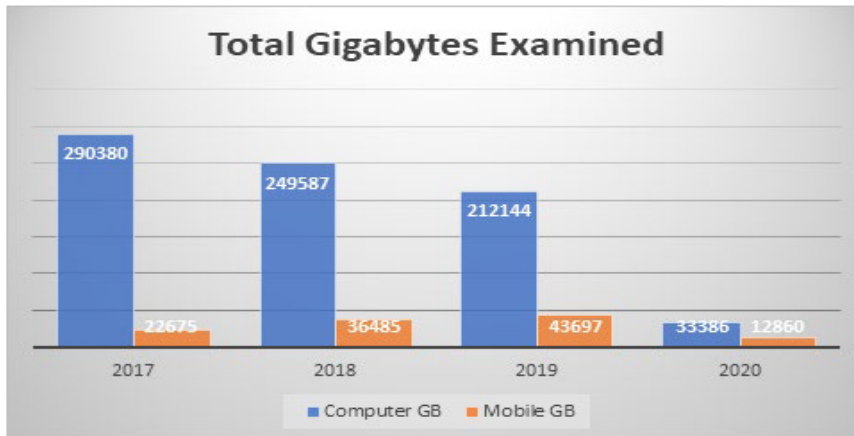


Exhibit A



This chart does not include devices examined by other members of the Task Force. However, it does illustrate the depth of the challenge. There is a cost of \$14,600 per forensic examiner annually just to maintain the required licenses for forensic examination tools. This cost does not include costs associated with the actual acquisition of the tools, training for the forensic examiner, forensic examination machines on which the tools operate, or indirect costs.

Task Force investigators have noted a trend in the last several years both in the increasing number of images and videos depicting child pornography encountered during investigations and the increasing prevalence of sadistic material depicting the bondage and torture of children. Task Force investigators have also noticed the increased use of forensic countermeasures, to include encryption of data at rest, encryption of data in motion, the use of virtual machine operating systems, the use of cloud storage rather than local storage of contraband, bulletproof proxy servers, virtual private networks located outside the United States, online social networks located outside the United States, and onion routers. All of these cause an increase cost

Exhibit A

associated with conducting investigations, forensic examinations, and prosecutions of these offenders.

Marion County (the largest of 92 Indiana counties) has approximately 600 noncompliant sex offenders that are required to register under Indiana law, many of whom use the Internet to facilitate or commit their sex offenses. Chat rooms, file sharing, and online Peer-to-Peer networks have all been involved in recent sexual predator investigations in Indiana. There has been a significant increase in sexual extortion (“sextortion”) of Indiana children by offenders in other parts of the country and by offenders in Indiana of children in other parts of the country. Indiana ICAC Task Force officers receive so many requests for public appearances that they are not able to keep up with demand. Projections show that the impact and need for effective, functional team investigations will continue to grow in Indiana.

GOALS AND OBJECTIVES

For the OJJDP FY20 Internet Crimes Against Children Task Force Program Continuation grant period (October 1, 2020 through September 30, 2021), the following goals/objectives have been established for the state of Indiana:

1. To continue, and improve on, our accomplishments by maintaining a team of Indiana State Police and affiliate agency investigators that are dedicated solely to reducing the incidents of child exploitation, via digital devices, and to mitigate the risks to children posed by offenders that produce, distribute, advertise, receive, and collect child pornography via the Internet. This group of investigators will administer the program by cultivating allied liaisons, coordinating resources, developing suitable enforcement strategies and initiating appropriate investigations to identify individuals engaged in criminal activity as outlined in this program.

Exhibit A

2. Continued use of ICAC Youth Educators that solely focus on presenting factual and current information to children between the ages of 8 and 18. The purpose of integrating these educators into the overall Task Force structure is to provide a holistic approach to combatting this type of crime.
3. Utilize the latest technology to off-set encryption enabled devices.
4. Facilitate the procurement of training, equipment, and other resources for Indiana affiliate law enforcement agencies to use in their ICAC enforcement efforts. Affiliate agencies requesting funding for this purpose will enter into a grant agreement under which they will agree to comply with ICAC standards and use the equipment in furtherance of the ICAC mission.
5. The Indiana ICAC Task Force and Indiana State Police will support affiliate agencies by providing investigative and technical assistance, training, and other resources. Affiliate agencies will also receive training and support to improve their individual investigative, forensic, or prosecutorial skills.
6. The Indiana ICAC Task Force and Indiana State Police will provide technical assistance, including, but not limited to, computer and digital device forensic examinations, and forensically sound on-scene previews of digital media to any Indiana law enforcement agency that requires it.
7. The Indiana ICAC Task Force and Indiana State Police will proactively and reactively investigate and apprehend Internet sexual predators who violate the provisions of Indiana Code 35-42-4 and Federal Statutes under Title 18, involving Internet child pornography and child seduction.
8. Based on current trends, the Indiana ICAC Task Force and Indiana State Police have the goal of conducting two hundred and fifty (250) investigations of Internet crimes against children.
9. Based on current trends, the Indiana ICAC Task Force and Indiana State Police have the goal of arresting seventy-five (75) Internet sexual predators involved in Internet crimes against children.
10. Based on current trends, the Indiana ICAC Task Force and Indiana State Police have the goal of providing Internet crime prevention awareness training to at least ten thousand (10,000) citizens.

Exhibit A

PERFORMANCE MEASURES

For the OJJDP FY20 Internet Crimes Against Children Task Force Program Continuation grant period (October 1, 2020 through September 30, 2021), the Indiana ICAC Task Force will collect, compile, and submit all reports as required by the Office of Justice Programs, Office of Juvenile Justice and Delinquency Programs. These reports will include the monthly submission of ICAC Monthly Statistics, quarterly Financial Report SF-45, quarterly Affiliate/Sub grantee Update, and semi-annual ICAC Continuation Progress Report. These reports will be routinely reviewed within the Indiana ICAC Task Force to ensure that performance is on track to reach objectives throughout the grant cycle.

PROJECT/PROGRAM DESIGN AND IMPLEMENTATION

To enhance the ability of the Indiana ICAC Task Force to respond to the use of the Internet and online communications systems the Project will continue to consist of four major types of activities: prevention, education, investigation, and prosecution.

During the scheduled grant period of October 1, 2020 through September 30, 2021 the Indiana ICAC Task Force intends to pursue the following project/program design and implementation:

INVESTIGATION:

- Expand the current Indiana ICAC Task Force by adding two (2) additional investigative and prosecutorial agencies in the State of Indiana. These agencies will be created as “Affiliate” agencies and may be given set funding for the procurement of training, equipment, and other resources to be used solely in their ICAC enforcement efforts. Affiliates will be required to enter updated memoranda of understanding, under which they will comply with ICAC investigative standards and use any and all grant funded training, equipment, or other resources for ICAC investigations. Funded affiliates will be sub-grantees, receiving all grant funds on a reimbursement only basis, and with the

Exhibit A

express written approval of the Indiana ICAC Task Force Commander. The Indiana State Police will continue to track sub-grantee purchases and the subsequent use of the training, equipment, and other resources for reporting purposes.

- The Indiana ICAC Task Force and Indiana State Police will continue to proactively and reactively investigate and apprehend Internet sexual predators who violate the provisions of Indiana Code under Title 35, and Federal Statutes under Title 18, involving Internet child pornography and luring/solicitation. A total of at least two hundred and fifty (250) investigations are planned to be conducted involving these crimes.
- The Indiana ICAC Task Force and Indiana State Police will conduct at least one thousand (1000) reactive investigations during this grant period. This will be accomplished in cooperation with National Center for Missing and Exploited Children (NCMEC) and the cases they develop and be forward through their CyberTip program.
- The Indiana ICAC Task Force and Indiana State Police will arrest at least seventy-five (75) Internet sexual predators involved in crimes against children. This goal will be accomplished through the functional working relationships of the Indiana ICAC Task Force members.
- The Indiana ICAC Task Force and Indiana State Police will conduct at least five (5) proactive online investigations. These unique cases will be in corroboration with other task forces, and with federal law enforcement agencies.
- Utilize the latest technology to off-set encryption enabled devices.

PREVENTION/TRAINING:

- The Indiana ICAC Task Force and Indiana State Police will facilitate ICAC training for affiliate agencies to assist them in maintaining or improving their investigative, forensic, and prosecutorial skills. This will be accomplished by offering training opportunities to agencies statewide through email notifications and regularly scheduled task force meetings. Emphasis will be put on attending ICAC Training & Technical Assistance sponsored training.
- The Indiana ICAC Task Force and Indiana State Police will continue to cooperate with, and implement Internet safety prevention programs for families, schools and professionals. Prevention materials and information will be presented to parent teacher associations and civic organizations such as the Kiwanis Club, Lions Club, Boys and Girls Clubs of America. A total of at least ten thousand (10,000) citizens/children are targeted for these safety programs.
- The Indiana ICAC Task Force and Indiana State Police will coordinate with the Indiana State Police Public Information Office and local news media outlets to produce stories

Exhibit A

related to safety on the Internet as part of their news coverage as well as special features and editorials.

PROSECUTION:

- The Indiana ICAC Task Force is comprised of state prosecutors and the United States Attorneys Offices for the Southern and Northern Districts of Indiana. Prosecutors will continue to attend routine Indiana ICAC Task Force meetings and work closely with investigators. The Indiana ICAC Task Force Commander will facilitate training opportunities such as PCO training for prosecutors.

CAPABILITIES/COMPETENCIES

For a variety of reasons, the Indiana State Police is uniquely qualified to be the primary applicant for the continuation of the Indiana ICAC Task Force. The Indiana State Police Crimes Against Children's Unit (CACU) Unit has been involved in the investigation of computer and non-computer sexual exploitation cases for over thirty-five (35) years with innumerable successful investigations to its credit. It provides assistance to agencies at the local, state, and federal levels. The Indiana State Police currently has letters of understanding (LOU) with local, state and federal partners. New LOU's will be established with two (2) additional Indiana law enforcement agencies.

The senior command structure of the Indiana State Police recognizes the importance of fully supporting efforts to protect children from sexual predators. This dedication is evident by the in-kind contribution of salaries and operating costs, benefits and support staff. The Indiana State Police will provide nine (9) full-time investigators and two (2) full-time investigative unit supervisors. The Indiana State Police will also provide ten (10) full-time forensic digital evidence examiners. The Indiana State Police will provide one (1) full-time investigator whose

Exhibit A

mission is to receive, evaluate, disseminate for investigation, and track during investigation and prosecution all CyberTips received from the National Center for Missing Children. The Indiana State Police will provide one (1) full-time supervisor that has oversight of all forensic examiners, and who is also a trained and experienced examiner. The Indiana State Police will provide one (1) full-time supervisor that has oversight of all full-time crimes against children investigators and forensic examiners. The Crimes Against Children Unit (CACU) and Cyber Crime Unit (CCU) operate within the Cybercrime and Investigative Technologies Section (CITS) of the Indiana State Police. The Commander of the Office of Intelligence and Investigative Technologies serves as the Indiana ICAC Task Force Commander.

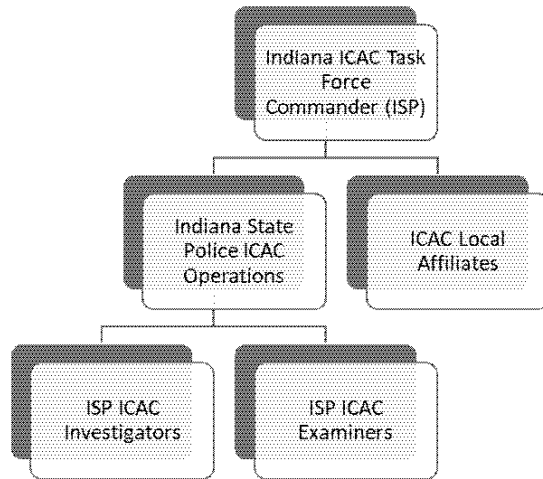
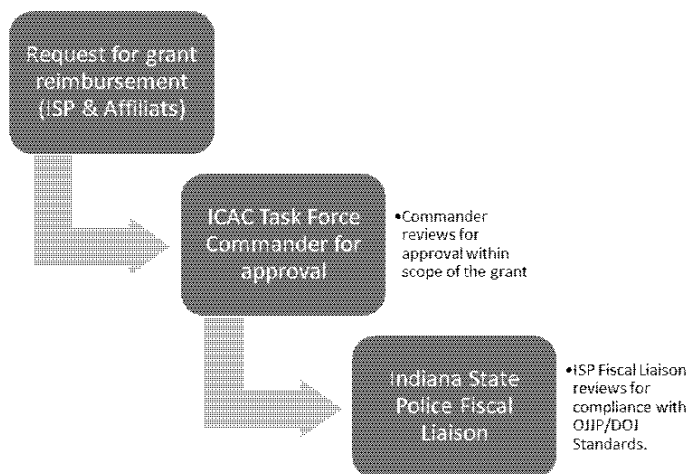


Exhibit A



The Indiana State Police has assisted many agencies in Indiana, nationally, and internationally with computer related and Internet facilitated sexual exploitation investigations. By statute, the Indiana State Police is an assisting agency, augmenting county and municipal police agencies by providing personnel, resources and expertise.

Exhibit B

 <p>Department of Justice (DOJ) Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention</p>	<p>AWARD CONTINUATION SHEET</p> <p>Cooperative Agreement</p>	<p>PAGE 2 OF 18</p>
--	--	---------------------

PROJECT NUMBER 2020-MC-FX-K008	AWARD DATE
--------------------------------	------------

SPECIAL CONDITIONS

I. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.


By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).


Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Exhibit B

	Department of Justice (DOJ) Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention	AWARD CONTINUATION SHEET Cooperative Agreement	PAGE 3 OF 18
PROJECT NUMBER 2020-MC-FX-K008		AWARD DATE	
<i>SPECIAL CONDITIONS</i>			
2. Applicability of Part 200 Uniform Requirements			
<p>The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.</p>			
<p>The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.</p>			
<p>For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.</p>			
<p>Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.</p>			
<p>In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.</p>			
3. Compliance with DOJ Grants Financial Guide			
<p>References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.</p>			
4. Reclassification of various statutory provisions to a new Title 34 of the United States Code			
<p>On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.</p>			
<p>Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.</p>			


OJP FORM 4000/2 (REV. 4-88)

Exhibit B

	Department of Justice (DOJ) Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention	AWARD CONTINUATION SHEET Cooperative Agreement	PAGE 4 OF 18
PROJECT NUMBER 2020-MC-FX-K008		AWARD DATE	
<i>SPECIAL CONDITIONS</i>			
5. Required training for Point of Contact and all Financial Points of Contact			
<p>Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.</p>			
<p>In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.</p>			
<p>A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.</p>			
<p>The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.</p>			
6. Requirements related to "de minimis" indirect cost rate			
<p>A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.</p>			
7. Requirement to report potentially duplicative funding			
<p>If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.</p>			


OJP FORM 4000/2 (REV. 4-88)

Exhibit B

	Department of Justice (DOJ) Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention	AWARD CONTINUATION SHEET Cooperative Agreement	PAGE 5 OF 18
PROJECT NUMBER 2020-MC-FX-K008		AWARD DATE	
<i>SPECIAL CONDITIONS</i>			
8. Requirements related to System for Award Management and Universal Identifier Requirements			
The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/ . This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.			
The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.			
The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.			
This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).			


OJP FORM 4000/2 (REV. 4-88)

Exhibit B

	Department of Justice (DOJ) Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention	AWARD CONTINUATION SHEET Cooperative Agreement	PAGE 6 OF 18
PROJECT NUMBER 2020-MC-FX-K008		AWARD DATE	
<i>SPECIAL CONDITIONS</i>			
<p>9. Employment eligibility verification for hiring under the award</p> <p>1. The recipient (and any subrecipient at any tier) must--</p> <p>A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).</p> <p>B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--</p> <p>(1) this award requirement for verification of employment eligibility, and</p> <p>(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.</p> <p>C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).</p> <p>D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.</p> <p>2. Monitoring</p> <p>The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.</p> <p>3. Allowable costs</p> <p>To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.</p> <p>4. Rules of construction</p> <p>A. Staff involved in the hiring process</p> <p>For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.</p> <p>B. Employment eligibility confirmation with E-Verify</p> <p>For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.</p> <p>C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.</p> <p>D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or</p>			


OJP FORM 4000/2 (REV. 4-88)

Exhibit B

	Department of Justice (DOJ) Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention	AWARD CONTINUATION SHEET Cooperative Agreement	PAGE 7 OF 18
PROJECT NUMBER 2020-MC-FX-K008		AWARD DATE	
<i>SPECIAL CONDITIONS</i>			
any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.			
E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).			
Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov . E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov .			
Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.			
10. Requirement to report actual or imminent breach of personally identifiable information (PII)			
The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.			
11. All subawards ("subgrants") must have specific federal authorization			
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").			
The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.			
12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000			
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).			
The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.			


OJP FORM 4000/2 (REV. 4-88)

Exhibit B

	Department of Justice (DOJ) Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention	AWARD CONTINUATION SHEET Cooperative Agreement	PAGE 8 OF 18
PROJECT NUMBER	2020-MC-FX-K008	AWARD DATE	
SPECIAL CONDITIONS			
13. Unreasonable restrictions on competition under the award; association with federal government SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).			
1. No discrimination, in procurement transactions, against associates of the federal government Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.			
2. Monitoring The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.			
3. Allowable costs To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.			
4. Rules of construction A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future. B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.			


OJP FORM 4000/2 (REV. 4-88)

Exhibit B

	Department of Justice (DOJ) Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention	AWARD CONTINUATION SHEET Cooperative Agreement	PAGE 9 OF 18
PROJECT NUMBER 2020-MC-FX-K008		AWARD DATE	
<i>SPECIAL CONDITIONS</i>			
<p>14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.</p> <p>The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.</p> <p>15. Determination of suitability to interact with participating minors</p> <p>SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.</p> <p>The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.</p> <p>The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.</p> <p>16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.</p> <p>Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").</p> <p>17. Requirement for data on performance and effectiveness under the award</p> <p>The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.</p> <p>18. OJP Training Guiding Principles</p> <p>Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.</p>			


OJP FORM 4000/2 (REV. 4-88)

Exhibit B

	Department of Justice (DOJ) Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention	AWARD CONTINUATION SHEET Cooperative Agreement	PAGE 10 OF 18
PROJECT NUMBER 2020-MC-FX-K008		AWARD DATE	
<i>SPECIAL CONDITIONS</i>			
<p>19. Effect of failure to address audit issues</p> <p>The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.</p> <p>20. Potential imposition of additional requirements</p> <p>The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.</p> <p>21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.</p> <p>22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."</p> <p>23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.</p> <p>Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.</p> <p>The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.</p>			


OJP FORM 4000/2 (REV. 4-88)

Exhibit B

	Department of Justice (DOJ) Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention	AWARD CONTINUATION SHEET Cooperative Agreement	PAGE 11 OF 18
PROJECT NUMBER 2020-MC-FX-K008		AWARD DATE	
<i>SPECIAL CONDITIONS</i>			
<p>24. Restrictions on "lobbying"</p> <p>In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)</p> <p>Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.</p> <p>Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.</p> <p>25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.</p> <p>26. Reporting potential fraud, waste, and abuse, and similar misconduct</p> <p>The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.</p> <p>Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).</p> <p>Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.</p>			


OJP FORM 4000/2 (REV. 4-88)

Exhibit B

 <p>Department of Justice (DOJ) Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention</p>	<p>AWARD CONTINUATION SHEET Cooperative Agreement</p>	<p>PAGE 12 OF 18</p>
PROJECT NUMBER	2020-MC-FX-K008	AWARD DATE
<p><i>SPECIAL CONDITIONS</i></p> <p>27. Restrictions and certifications regarding non-disclosure agreements and related matters</p> <p>No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.</p> <p>The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartment information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.</p> <p>1. In accepting this award, the recipient--</p> <p style="margin-left: 20px;">a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and</p> <p style="margin-left: 20px;">b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.</p> <p>2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--</p> <p style="margin-left: 20px;">a. it represents that--</p> <p style="margin-left: 40px;">(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and</p> <p style="margin-left: 40px;">(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and</p> <p style="margin-left: 20px;">b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.</p>		


OJP FORM 4000/2 (REV. 4-88)

Exhibit B

	Department of Justice (DOJ) Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention	AWARD CONTINUATION SHEET Cooperative Agreement	PAGE 13 OF 18
PROJECT NUMBER 2020-MC-FX-K008		AWARD DATE	
<i>SPECIAL CONDITIONS</i>			
<p>28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)</p> <p>The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.</p> <p>The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.</p> <p>Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.</p> <p>29. Encouragement of policies to ban text messaging while driving</p> <p>Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.</p> <p>30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ</p> <p>If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.</p> <p>31. Prior to the expenditure of confidential funds, the recipient and any subrecipients agree to sign a certification that the recipient (or the subrecipient, as applicable) has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures set forth in the DOJ Grants Financial Guide.</p> <p>32. ICAC Annual Reports</p> <p>The recipient agrees to submit annual reports to OJP that set forth the following:</p> <p>(A) The number of law enforcement agencies participating in Internet crimes against children program standards established by the task force. (B) Staffing levels of the task force, including the number of investigators, prosecutors, education specialists, and forensic specialists dedicated to investigating and prosecuting Internet crimes against children.</p> <p>33. The recipient agrees to forward reports of ICAC Task Force Program Monthly Performance Measures to the OJJDP-designated site.</p> <p>34. The recipient agrees to comply with the OJJDP approved ICAC Task Force Operational and Investigative Standards</p>			


OJP FORM 4000/2 (REV. 4-88)

Exhibit B

	Department of Justice (DOJ) Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention	AWARD CONTINUATION SHEET Cooperative Agreement	PAGE 14 OF 18
PROJECT NUMBER 2020-MC-FX-K008		AWARD DATE	
<i>SPECIAL CONDITIONS</i>			
<p>35. Copyright; Data rights</p> <p>The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.</p> <p>The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).</p> <p>It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.</p> <p>The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.</p> <p>36. FFATA reporting: Subawards and executive compensation</p> <p>The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.</p> <p>This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).</p> <p>37. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.</p> <p>38. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)</p> <p>This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.</p>			


OJP FORM 4000/2 (REV. 4-88)

Exhibit B

	Department of Justice (DOJ) Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention	AWARD CONTINUATION SHEET Cooperative Agreement	PAGE 15 OF 18
PROJECT NUMBER 2020-MC-FX-K008		AWARD DATE	
<i>SPECIAL CONDITIONS</i>			
<p>39. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.</p> <p>40. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.</p>			


OJP FORM 4000/2 (REV. 4-88)

Exhibit B

 <p>Department of Justice (DOJ) Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention</p>	<p>AWARD CONTINUATION SHEET Cooperative Agreement</p>	<p>PAGE 16 OF 18</p>
PROJECT NUMBER 2020-MC-FX-K008	AWARD DATE	
SPECIAL CONDITIONS		
<p>41. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:</p> <ol style="list-style-type: none"> 1) name of event; 2) event dates; 3) location of event; 4) number of federal attendees; 5) number of non-federal attendees; 6) costs of event space, including rooms for break-out sessions; 7) costs of audio visual services; 8) other equipment costs (e.g., computer fees, telephone fees); 9) costs of printing and distribution; 10) costs of meals provided during the event; 11) costs of refreshments provided during the event; 12) costs of event planner; 13) costs of event facilitators; and 14) any other costs associated with the event. <p>The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:</p> <ol style="list-style-type: none"> 1) meals and incidental expenses (M&IE portion of per diem); 2) lodging; 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and, 4) local transportation (e.g., rental car, POV) at event location. <p>Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.</p> <p>Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.</p>		

OJP FORM 4000/2 (REV. 4-88)

Exhibit B

	Department of Justice (DOJ) Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention	AWARD CONTINUATION SHEET Cooperative Agreement	PAGE 17 OF 18
PROJECT NUMBER 2020-MC-FX-K008	AWARD DATE		
<i>SPECIAL CONDITIONS</i>			
<p>42. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:</p> <p>"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."</p> <p>The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.</p> <p>43. The recipient shall submit to OJJDP a copy of all interim and final reports and proposed publications (including those prepared for conferences, journals, and other presentations) resulting from this award, for review and comment prior to publishing. Any publication produced with grant funds must contain the following statement: "This project was supported by Grant # () awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice. All reports and products may be required to display the OJJDP logo on the cover (or other location) with the agreement of OJJDP. OJJDP defines publications as any planned, written, visual or sound materials substantively based on the project, formally prepared by the award recipient for dissemination to the public.</p> <p>44. Cooperating with OJP Monitoring</p> <p>The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).</p> <p>45. Statement of Federal Involvement:</p> <p>Due to the substantial Federal involvement contemplated in completion of this project, the Office of Juvenile Justice and Delinquency Prevention (OJJDP) has elected to enter into a cooperative agreement rather than a grant. This decision is based on OJP and OJJDP's ongoing responsibility to assist and coordinate projects that relate to the funded activities. OJP and OJJDP will provide input and re-direction to the project, as needed, in consultation with the recipient, and will actively monitor the project by methods including, but not limited to, ongoing contact with the recipient. In meeting programmatic responsibilities, OJP, OJJDP, and the recipient will be guided by the following principles: responsibility for the day-to-day operations of this project rests with the recipient in implementation of the recipient's approved proposal, the recipient's approved budget, and the terms and conditions specified in this award. Responsibility for general oversight and redirection of the project, if necessary, rests with OJJDP. In addition to its programmatic reporting requirements, the recipient agrees to provide necessary information as requested by OJP and OJJDP. Information requests may include, but are not limited to, specific submissions related to: performance, including measurement of project outputs/outcomes; meeting performance specifications; developmental decision points; changes in project scope or personnel; budget modifications; and/or coordination of related projects.</p>			

OJP FORM 4000/2 (REV. 4-88)

Exhibit B

	Department of Justice (DOJ) Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention	AWARD CONTINUATION SHEET Cooperative Agreement	PAGE 18 OF 18
PROJECT NUMBER 2020-MC-FX-K008	AWARD DATE		
<i>SPECIAL CONDITIONS</i>			
46. Justification of consultant rate			
Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.			

OJP FORM 4000/2 (REV. 4-88)

Exhibit C

Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

1. Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronic submission site is found at <https://gateway.ifionline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and additional information can be obtained using the notforprofit@sboa.in.gov email address.
2. A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpqtPcdUcs
3. Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.