

## GRANT AGREEMENT

**Contract #000000000000000000054446**

This Grant Agreement ("Grant Agreement"), entered into by and between the Indiana Department of Child Services (the "State" or "DCS") and the Family First d/b/a All Pro Dad (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.

- A. The purpose of this Grant Agreement is to enable the State to award a Grant of \$500,000.00 (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibits A** and **B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose. The Grantee shall complete all of measurements detailed on Exhibit A.
- B. **FUNDING SOURCE:** State Funds: 17022 and Project: 5025STADPTSVNGS Program Title: Father Engagement

### 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 will engage in Father Engagement as further detailed in the Service Standard for Father Engagement found at the following link: <https://www.in.gov/dcs/files/Father-Engagement.pdf> (or a successor link). 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 in this Grant Agreement or the attached exhibits.
- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

### 3. Implementation of and Reporting on the Project.

- A. The Grantee shall implement and complete the Project in accordance with the Father Engagement Service Standard, attached hereto and incorporated herein as **Exhibit A**. Modification of the Project shall require prior written approval of the State.
- B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted monthly and shall contain such detail of progress or performance on the Project as is requested by the State. The written progress reports shall detail which Goal or Goals the Grantee is working on and include relevant numbers to measure outcome.

**4. Term.**

This Grant Agreement commences on July 1, 2021 and shall remain in effect through June 30, 2023. 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.**

- A. The State shall fund this Grant in the amount of \$250,000.00 per Grant year, with the total Grant amount not to exceed \$500,000.00 for the Term of the Grant. The approved Project Budget is set forth as **Exhibit B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State. The Grantee shall submit expense statements monthly in accordance with Exhibit B and subsection 3.B. above.

**6. Payment of Claims.**

- A. 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 sixty (60) 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 sixty (60) 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 ninety (90) 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 or semi-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. [Modified]**

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** and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit B** and that unpaid costs have been properly accrued; and
- 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.

In the event the contents of any report are considered deficient by the State, the State will so notify the Grantee in writing after receipt of the report. The notice will specify the nature of the deficiency and the corrective action or information needed. The Grantee shall submit to the State any revised or supplemental report within thirty (30) days after the date of the deficiency notice.

**8. Compliance with Audit and Reporting Requirements; Maintenance of Records. [Modified]**

- 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 applicable, 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).
- D. In addition to an independent audit completed in accordance with paragraph A, B, or C of this Section, the State may, in its discretion, conduct a separate audit(s) of funds provided

pursuant to this Grant and/or any other necessary on-site monitoring reviews of the Grantee, for the purpose of: (i) outcome tracking (including, but not limited to, outcome tracking described in Exhibit A of this Grant); (ii) quality review of the services provided by the Grantee pursuant to this Grant; and/or (iii) conducting any other program or service audits of the Grantee.

- (1) The Grantee shall, upon written demand by the State, repay to the State all sums paid by the State to the Grantee, for which adequate fiscal and/or service delivery documentation is not in existence for any period audited. If an audit of the Grantee results in an audit exception, the State shall have the right to set off such amount against current or future allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount.
- (2) The Grantee agrees that the State has the right to make recommendations and findings in connection with any financial monitoring or audit of the Grantee's operations, and the Grantee agrees to comply with any corrective actions specified by the State, within the time limits established by the State.
- (3) The Grantee will provide to the State, upon request, a copy of any document or report prepared and maintained by the Grantee relative to costs incurred in providing the services described in this Grant (including its exhibits/attachments).
- (4) The parties agree that any authorized employee or representative of the State (hereinafter referred to as "governmental agent") shall have the right to enter the premises of the Grantee or any subcontractor of the Grantee and inspect or audit any records or property agreements maintained by the Grantee or its subcontractors in connection with this Grant. The Grantee and its subcontractors shall provide photocopies, make all books, records, and documents that relate to their activities under this Grant available for inspection, review, and audit when requested by a governmental agent. The Grantee shall provide photocopies when requested and ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit, or inspection conducted by a governmental agent.

## 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 more than \$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.

**16. Insurance. [Modified]**

- A. The Grantee and its sub-grantees (if any) shall secure and keep in force during the term of this Grant the following insurance coverages (if applicable) covering the Grantee for

any and all claims of any nature which may in any manner arise out of or result from Grantee's performance under this Grant:

1. Commercial general liability, including grant coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant.
2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Grant.
4. Intentionally Omitted.
5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.
6. Surety or Fidelity Bond(s) if required by statute or by the agency.
7. Intentionally Omitted.

The Grantee shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Grant and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Grant involve work outside of Indiana.

B. The Grantee's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Grantee.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Grantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this Grant shall not be limited by the insurance required in this Grant.
4. The insurance required in this Grant, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
5. The Grantee waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.



- C. Failure to provide insurance as required in this Grant may be deemed a material breach of Grant entitling the State to immediately terminate this Grant. The Grantee shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Grant.

**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:  
Deputy Director of Child Welfare Services  
Indiana Department of Child Services  
302 E. Washington Street, Room E306; MS47  
Indianapolis, IN 46204-2739  
Email: [David.Reed@dcs.in.gov](mailto:David.Reed@dcs.in.gov) (or successor's email address)
  
- B. Notices to the Grantee shall be sent to:  
Lesley S. Bateman, Director of Partner Services  
Family First d/b/a All Pro Dad  
5509 W. Gray Street, Suite 100  
Tampa, FL 33609  
Email: [Lesley.bateman@familyfirst.net](mailto:Lesley.bateman@familyfirst.net)

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, (2) this Grant Agreement, (3) Exhibits (Exhibits A & C) prepared by the State, and (4) Exhibit (Exhibit B) 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 the State 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.**

No expenses for travel will be reimbursed unless specifically authorized by this Grant.

**24. Federal and State Third-Party Contract Provisions. [Deleted]**

**25. Provision Applicable to Grants with Tax-Funded State Educational Institutions: "Separateness" of the Parties. [Deleted]**

**26. Assignment and Subcontracting. [Added]**

- A. The Grantee shall not assign or subcontract the whole or any part of this Grant without the State's prior written consent. Additionally, the Grantee shall provide prompt written notice to the State of any change in the Grantee's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.
- B. The Grantee shall monitor the performance of all subcontractors and shall remain responsible to the State for the performance of any subcontractor. The Grantee agrees to enter into written agreements with all subcontractors and to provide copies of all subcontracting agreements to the State. It shall be the responsibility of the Grantee to ensure all subcontractors have the required background checks completed as set forth in Section [Criminal and Background Checks] below. The Grantee further agrees to notify the State of a breach of these provisions by a subcontractor and to discontinue any agreement with the specified subcontractor in the event of such a breach.

**27. Confidentiality of State Information. [Added]**

The Grantee understands and agrees that data, materials, and information disclosed to the Grantee, including, but not limited to, services recipient information received by the Grantee or its subcontractors in administering the terms and provisions of this Grant, may contain confidential and protected information. The Grantee covenants that data, material and information gathered, based upon or disclosed to the Grantee for the purpose of this Grant will not be disclosed to or discussed with third parties without the prior written consent of the State.

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

**28. Ownership of Documents and Materials. [Added]**

- A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Grantee prior to execution of this Grant, but specifically developed under this Grant shall be considered "work for hire" and the Grantee hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Grantee grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.
- B. Use of the Materials, other than related to Grant performance by the Grantee, without the prior written consent of the State, is prohibited. The Grantee shall provide the State full, immediate, and unrestricted access to the Materials and to Grantee's work product during the term of this Grant.
- C. The Grantee shall grant the State shared access to all documents, including child files, records, programs, data, film, tape, articles, memoranda, and other materials related to this Grant. The Grantee shall provide the State full, immediate, and unrestricted access to such documents and materials during the term of this Grant and as necessary thereafter.
- D. During the performance of this Grant, the Grantee shall be responsible for any loss of or damage to any of the above-referenced materials developed for or supplied by the State and/or used to develop or assist in the services provided while the materials are in the possession of the Grantee. Any loss or damage thereto shall be restored at the Grantee's expense. The Grantee shall also be responsible for preserving and protecting the ownership and property rights of the State in all work in progress and other property to which the State is entitled hereunder, while the property is in the control or custody of the Grantee.

**29. Work Standards. [Added]**

The Grantee shall execute its responsibilities by following and always applying the highest professional and technical guidelines and standards applicable to the services it provides pursuant to this Grant. The Grantee is responsible for ensuring that its employees, agents, and any subcontractors conform to the professional and technical guidelines and standards applicable to all services and programs that the Grantee provides under this Grant. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Grant and/or those individuals assigned to provide any of the services pursuant to this Grant, the State may request in writing the replacement of any or all such individuals, and the Grantee shall grant such request.

**30. Conflict of Interest. [Added].**

- A. Paragraphs B through E of this Section apply if the Grantee is an individual, a corporation that issues stock to individuals representing ownership shares of the corporation, a partnership, a limited liability company, or any other form of business organization or association the members or owners of which could receive a personal financial benefit or increase in personal net worth attributable to income or profits received by the organization (exclusive of compensation in the form of salary or wages paid for services rendered to the organization). This Section, other than Paragraph F, does not apply if the Grantee is a nonprofit corporation, a school or university that is not organized or operated for the financial benefit or profit of individual owners, or an agency of a political subdivision or other governmental organization.
- B. As used in this Section:  
"Immediate family" means the spouse and the unemancipated children of an individual.  
"Interested party" means:  
(1) The individual executing this Grant;  
(2) An individual who has an interest of three percent (3%) or more of the Grantee, if the Grantee is not an individual; or  
(3) Any member of the immediate family of an individual specified under subdivision 1 or 2.  
"Department" means the Indiana Department of Administration.  
"Commission" means the State Ethics Commission.
- C. The Department may cancel this Grant without recourse by the Grantee if any interested party is an employee of the state of Indiana.
- D. The Department will not exercise its right of cancellation under paragraph C above if the Grantee gives the Department an opinion by the Commission indicating that the existence of this Grant and the employment by the state of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of state of Indiana employees. The Department may act, including cancellation of this Grant, consistent with an opinion of the Commission obtained under this Section.
- E. The Grantee has an affirmative obligation under this Grant to disclose to the Department when an interested party is or becomes an employee of the state of Indiana. The obligation under this Section extends only to those facts which the Grantee knows or reasonably could know.
- F. The Grantee acknowledges and agrees that no employee, agent, representative, or subcontractor of the Grantee who may be able to participate in the decision-making process of the Grantee or its subcontractors may derive an inappropriate personal or financial interest or benefit from any activity funded through this Grant, either for himself or herself or for those with whom he or she has family or business ties.

31. Criminal and Background Checks. [Added]
- A. This Section applies to any directors/chief executive officers, facility managers, licensing applicants and other heads of agencies, by whatever title, and each employee or volunteer (including interns) of the Grantee or any subcontractor or subcontractor's employee with the expectation of direct contact with children (A1 Level Covered Personnel), in connection with performance of any activity under the Grant or has the expectation of electronic or other access to a child's child welfare or DCS information (A2 Level Covered Personnel), in connection with performance of any services or activity pursuant to the Grant with DCS.
- a. A1 Level Covered Personnel. Personnel employed or volunteering in a capacity in which the subject of the check has the expectation of direct contact with a child, in connection with the performance of any services or activity pursuant to the Grant with DCS.
- b. A2 Level Covered Personnel. Personnel employed or volunteering in a capacity in which the subject of the check has the expectation of electronic or other access to a child's child welfare or DCS information, in connection with performance of any services or activity pursuant to the Grant with DCS.
- c. Direct Contact with Children. For purpose of A1 or A2 Level covered Personnel definitions, direct contact with children means any direct contact with a child, regardless of whether another adult or a parent is present.
- d. Other Access to Information. For purposes of the A2 Level Covered Personnel definition, other access to a child's child welfare or DCS information includes both access to physical records and access to overhear information about a child's child welfare or DCS information.
- e. Such persons may not provide any services that involve children or their records before the requisite checks have been completed and all outstanding issues resolved.
- B. The Required Checks will be conducted in the same manner as required for licensed residential child caring institutions, with respect to IC § 31-27-3-3, subsections (e)(1) and (f). As applicable laws and DCS' policies and practices are updated periodically, the Grantee shall comply with the most current laws and DCS' policies. Upon written request, DCS will furnish the Grantee with information on updates and any changes in policy or procedure.
- C. The Grantee shall maintain records of information it gathers and receives on Covered Personnel checked pursuant to this Section, and such records shall be provided to the DCS or be made available for inspection by authorized representatives of the DCS upon request.
- D. At the time the Grantee submits this Grant for signature, and annually upon the anniversary of the effective date of this Grant, the Grantee shall collect and verify all documentation demonstrating the Required Checks of Covered Personnel have been completed and are compliant with the then-existing law and DCS policy. The Grantee shall furnish such documentation related to these Required Checks as DCS requests.

- E. National fingerprint-based criminal history checks relating to Covered Personnel are required to be conducted through DCS' approved fingerprint vendor in accordance with the terms and conditions stated in IC §§ 10-13-3-38.5 and 39. The results of the national fingerprint-based criminal history checks will be returned to DCS as an authorized entity to receive the results. DCS will inform the Grantee whether the report it receives concerning the subject of a check shows any record that would be grounds for denial of his/her ability to provide services and/or perform activities pursuant to this Grant. If any Covered Personnel receive a response of conditionally disqualified or disqualified, further follow up is required. If the result is disqualified, then the individual may be eligible for a waiver. The Grantee should contact the DCS Central Office Background Check Unit to determine if the individual is eligible and to apply for the waiver. DCS will not release to the Grantee any criminal history record information contained in any report that it receives from the Federal Bureau of Investigation through the Indiana State Police. If the Grantee requests a waiver of criminal history, DCS will inform the Grantee of the decision on the waiver request.
- F. In the event a criminal history or background check required herein produces any record concerning the subject of a check that would be a ground for denial of his or her ability to provide services and/or perform activities pursuant to this Grant and the Grantee chooses to retain such employee or volunteer, that decision may be considered a material breach of this Grant.
- G. The Grantee will be responsible for payment of all fees required to be paid for conducting any check required under this Section, whether the check is conducted by the Grantee or by DCS. Any fees paid by DCS on behalf of the Grantee may be offset against any claim for payment submitted by the Grantee under this Grant.
- H. Upon request, DCS will assist the Grantee in clarifying the requirements of this Section.

32. Fees – Added.

The Grantee and its subcontractors shall impose no fees upon the recipients of any services provided through this Grant except as explicitly authorized by the State.

33. Environmental Tobacco Smoke – Added.

The Grantee agrees to comply with all provisions of 20 U.S.C. § 6081 *et seq.*, and any regulations promulgated thereunder. In particular, the Grantee agrees that it will require that smoking be prohibited in any portion of an indoor facility, other than a private residence, regularly used for the provision of services to children under the age of eighteen (18), and that it will comply with all applicable requirements of the statute and regulations. The Grantee further agrees that it will require the language of this condition to be included in any subcontracts which contain provisions for services to children.

34. Lobbying Activities -- Added.

- A. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, the Grantee hereby assures and certifies, to the best of its knowledge and belief, that no federally appropriated funds have been paid, or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal Grant, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Grant, grant, loan or cooperative agreement.

- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying". If the Grantee is required to submit Standard Form-LLL, the form and instructions for preparation of the form may be obtained from the State.
  - C. The Grantee shall require that the language of this certification be included in any subcontracts and that all subcontractors shall certify and disclose accordingly.
  - D. The foregoing certification is a material representation of fact upon which reliance was or will be placed when entering into this Grant and any transactions with the State. Submission of this certification is a prerequisite for making or entering into any transaction as imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.
35. Religious or Political Activities – Added.
- A. The State and the Grantee agree that services provided pursuant to this Grant shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder. The Grantee agrees that, if it otherwise conducts religious activities as part of its organization, any inherently religious activities must be offered separately, in time or location, from the programs or services funded with direct federal financial assistance and participation must be voluntary for beneficiaries of the programs or services funded with such assistance.
  - B. The Grantee certifies that any funding provided by the State pursuant to this Grant shall not be used to further any type of political or voter activity.
36. Buy American – Added.

The State and the Grantee agree that, to the greatest extent applicable, all equipment and products purchased with funds provided by the State pursuant to this Grant shall be American-made.

**37. 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 *2020 OAG/ IDOA Professional Services Contract Manual* or the *2021 SCM Template*) in any way except as follows:

- 7. Project Monitoring by the State – modified;
- 8. Compliance with Audit and Reporting Requirements; Maintenance of Records – modified;
- 16. Insurance – modified;
- 24. Federal and State Third Party-Contract Provisions – deleted;
- 25. Provisions Applicable to Grants with Tax-Funded Educational Institutions – deleted;
- 26. Assignment and Subcontracting – added;
- 27. Confidentiality of State Information – added;
- 28. Ownership of Documents and Materials – added;
- 29. Work Standards – added;
- 30. Conflict of Interest – added;
- 31. Criminal and Background Checks – added;
- 32. Fees – added;
- 33. Environmental Tobacco Smoke – added;

34. Lobbying Activities – added;
35. Religious or Political Activities – added;
36. Buy American – added; and
37. State Boilerplate Affirmation Clause – added.

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**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 CNT RCTS.GBL](https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNT RCTS.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.

DocuSigned by: FAMILY FIRST, INC., d/b/a All Pro Dads

By: *Mark W. Merrill*  
8EDF1DAE7192492...

Title: President

Date: 8/19/2021 | 09:59 EDT

DocuSigned by: Indiana Department of Child Services

By: *Aaron Nicholas Atwell - 00502*  
8A6BCB244857475...

Title: CFO

Date: 8/19/2021 | 10:18 EDT

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**

### **Grant Project**

#### **A. About Family First and All Pro Dad**

All Pro Dad is the fatherhood program of Family First ("Grantee"), a national 501 (c)(3) non-profit charitable and educational organization dedicated to helping people love their families well.

Through the All Pro Dad Chapter school program, allprodad.com, the daily Play of the Day email and All Pro Dad Experiences held nationwide at NFL and NCAA stadiums, the All Pro Dad program provides men with multiple tools to get more involved with their kids and become better fathers.

#### **B. A Solution for Schools and Family**

A 2019 Casey Foundation report documents that residential fathers' involvement with their children is associated with a higher likelihood of a reunification outcome and a low likelihood of an adoption outcome. Both our online and on the ground in-school programs teach the importance of father involvement. Abundant research shows that actively involved fathers result in a child's more consistent school attendance, better grades, increased motivation, fewer behavioral problems, increased ability to learn and even enhanced creativity. Directing fathers with an open IA or CHINS status to the All Pro Dad Chapter program would be one of the DCS offerings that will reduce barriers to safety, stability, well-being, and permanency for children.

All Pro Dad Chapters school program provides an opportunity for fathers, father figures and children to effectively engage with one another and strengthen their relationships while learning and discussing meaningful relational and character-building topics. By getting dads on campus for this monthly gathering, usually over breakfast, we are improving a child's engagement at school, which will improve early childhood education. Fathers and father figures receive additional relationship-building resources between gatherings through the Bring it Home curriculum piece and by signing up for the Play of the Day email.

#### **C. Building upon Current Chapters and Expanding All Pro Dad Chapters in Areas of High Concentration of DCS-Involved Families**

The purpose of this proposal is to enable the Grantee to build and grow All Pro Dad Chapters in communities where there are high concentrations of DCS-involved families by utilizing the data at the following or successor link: <https://www.in.gov/dcs/reports-and-statistics/> over the 2021-2022 and 2022-2023 academic calendar school years.

**D. Build Relationships with the DCS-Contracted Father Engagement Providers**

Grantee shall work to build relationships with DCS-contracted Father Engagement providers. These providers may be found at the following link or a successor link: <https://magik.dcs.in.gov/Financials/Public/Provider/ServiceGuideInquiry.aspx> .

**E. Execution Plan Includes:**

- **Building and expanding All Pro Dad school chapters with dedicated personnel in Central Indiana** – the Grantee will hire one dedicated staff member (Expansion Specialist) who will work with school board members, superintendents, principals, family engagement counselors to start All Pro Dad Chapters in their schools within communities where there are high concentrations of DCS-involved families by utilizing the data at the following or successor link: <https://www.in.gov/dcs/reports-and-statistics/>. The Grantee's Partners Services and Event Manager in tandem with the Expansion Specialist will work with DCS-contracted Father Engagement providers to grow its chapters within communities where there are high concentrations of DCS-involved families by utilizing the data at the link identified herein.
- **Advertising/Media** – the Grantee will produce and place ads digitally on its platforms and traditionally in strategic publications and media to reach the community and expand new chapter starts. The Grantee shall also do direct outreach to all DCS-contracted Father Engagement providers to ensure their clients are aware of any activities provided by the Grantee as part of the Grant Project.

**F. Measures & Goals of the Grant Project**

- The Grantee shall measure the increase of new All Pro Dad Chapters in the communities where there are high concentrations of DCS-involved families based on data found at the link identified above, with the goal of increased All Pro Dad Chapters.
- The Grantee shall measure attendance of fathers at new and existing All Pro Dad Chapter events in the communities where there are high concentrations of DCS-involved families based on data found at the link identified above, with the goal of increased attendance at these events.
- DCS with the assistance of the Indiana Department of Education (“DOE”) will measure performance changes (i.e., attendance, suspension, grades, etc.) of kids at schools in which there are chapters.
- DCS with the assistance of DOE will measure academic performance of currently DCS-involved kids in schools in which there are All Pro Dad chapters.
- Reduced rates of DCS involvement over time in these communities where the Grantee has grown or created a new chapter during the term of the Grant.
- The Grantee shall document the number of relationships the Grantee has built with the DCS-contracted Father Engagement providers and detail the type of contact the Grantee engaged in with the providers.

- The Grantee shall document the number of relationships the Grantee has built with school administrators and potential team captains and detail the type of contact the Grantee engaged in.

## Exhibit B

Indiana	2021 - 2022	2022 - 2023	Total 2-Year Budget
	Academic School	Academic School	
	Year	Year	
<b>Program Staffing<sup>[1]</sup></b>	\$155,499	\$160,164	\$315,663
<b>Advertising<sup>[2]</sup></b>	\$54,782	\$54,793	\$109,575
<b>Resources/Printing</b>	\$1,500	\$1,500	\$3,000
<b>Supplies/Shipping</b>	\$500	\$500	\$1,000
<b>Travel</b>	\$4,000	\$4,000	\$8,000
<b>General Administration<sup>[3]</sup></b>	\$30,272	\$32,490	\$62,762
<b>Total</b>	<b>\$246,553</b>	<b>\$253,447</b>	<b>\$500,000</b>

[1] Program staffing would include salary, payroll taxes, employee leasing fees and benefits for the % of staff time dedicated on contract.

[2] Advertising would include digital ads, billboards, print ads and conference advertising.

[3] General administration would include but not be limited to copier usage, internet, phone usage, printing supplies, office lease and postage.

**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.ifonline.org/login.aspx>
  - d. The Gateway User Guide is found at <https://gateway.ifonline.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](mailto: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](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.