

GRANT AGREEMENT
2025 JUVENILE JUSTICE AND DELINQUENCY PREVENTION ACT (TITLE II)

Contract #000000000000000000097726

This Grant Agreement ("Grant Agreement"), entered into by and between the **Indiana Criminal Justice Institute** (the "State"), and **Cease of Scott County Inc.** (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. The purpose of this Grant Agreement is to enable the State to award a Grant of **\$61,219.98** (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 attached and incorporated fully herein by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement, and the Special Conditions found in **Exhibit C**, which are attached and fully incorporated herein by reference. This Grant is made through 34 U.S.C. § 11131 and is administered by the State pursuant to IC § 5-2-6-3. 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.

FUNDING SOURCE:

Program Name per Assistance Listing (ALN):
Juvenile Justice and Delinquency Prevention

ALN #16.540

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. The Grantee understands and agrees that it must notify the State immediately if it becomes debarred or suspended by any federal or state department or agency.

C. The Grantee certifies by entering into this Grant Agreement, to the best of its knowledge and belief that the Grantee has complied with 31 U.S.C §1352, and specifically, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete Standard Form – LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.

3. The Grantee agrees by signing this Grant Agreement that it shall require the language of this certification be included in any lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to file or sign this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure. Neither the Grantee nor the subgrantee may satisfy such a fine with funds from this grant or any federal funds.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a **quarterly** basis in IntelliGrants and shall contain such detail of progress or performance on the Project as is requested by the State. Grantee is required to report information directly into PMT (Performance Measure Tool) that the federal government supplies. Information must be submitted into PMT **quarterly** and will include both quantitative (numeric responses) and qualitative (narrative responses). Failure to submit any report in a timely fashion may be considered a material breach of this Grant Agreement, at the discretion of the State.

4. Term. This Grant Agreement commences on **April 01, 2025**, and shall remain in effect through **March 31, 2026**. 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 **\$61,219.98**. 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.

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 State Comptroller.

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 **twenty (20) calendar days** following the end of the **quarter** 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 **twenty (20) 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 **thirty (30) 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 **quarterly 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.

F. The Grantee shall provide documentation, including but not limited to any contracts or agreements regarding whether the Grantee is purchasing, renting, or leasing equipment or supplies when submitting claims to the State.

G. The Grantee shall select between cash basis accounting or accrual basis accounting and maintain said selection during the term of the Grant for the accounting of expenditures.

H. 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 **three (3) years** 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, 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;

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. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.501 *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 D** (Guidelines for Non-governmental Entities). This annual report is not to be confused with the periodic filing of the Indiana Secretary of State's Business Entity Report. Additional information concerning this annual financial report can be obtained using notforprofit@sboa.in.gov.

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.

H. If applicable, all equipment purchased under this Grant Agreement must be purchased **within the first six (6) months** of the term of this Grant Agreement, or unless otherwise specifically permitted by the State.

I. The Grantee certifies that it will follow all Indiana procurement laws, policies, and procedures regarding funds expended under this Grant Agreement, including but not limited to IC § 5-22 and the procedures set out at <https://www.in.gov/idoa/2944.htm>.

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 a condition precedent to entering this Grant Agreement, and as required by IC § 22-5-1.7 and Executive Order 25-29, the Grantee swears or affirms under the penalties of perjury that the Grantee has not knowingly employed, and will not knowingly employ, an unauthorized alien. Grantee further affirms that:

A. The Grantee has enrolled in, and verified the work eligibility status of all his/her/its employees through, the E-Verify program as defined in IC § 22-5-1.7-3. The Grantee is not required to participate should the E-Verify program cease to exist. Additionally, the Grantee is not required to participate if the Grantee is self-employed and does not employ any employees.

B. The Grantee has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The Grantee has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the Grantee subsequently learned or learns is an unauthorized alien.

C. The Grantee has required and shall require his/her/its subcontractors, who perform work under this Grant Agreement, to certify to the Grantee that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has

enrolled and is participating in the E-Verify program. The Grantee agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

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 3.3 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. If the federal funding source makes a determination that grant funds are no longer appropriated or available, this Grant Agreement shall be cancelled, and the State has no further obligations under this Grant Agreement.

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. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

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:

A. 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's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Grant certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this subparagraph may be regarded as a material breach of this Grant, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grantee, Subgrantee, a Contractor or any Subcontractor.

B. The Grantee covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI) that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Grantee's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Grant, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grantee, Subgrantee, a Contractor or any Subcontractor.

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:
Indiana Criminal Justice Institute
Attn: Cooper Stratton, Grant Manager
402 W. Washington Street, Room W469
Indianapolis, IN 46204
E-mail: cstratton1@cji.in.gov

B. Notices to the Grantee shall be sent to:
Cease of Scott County Inc.
Attn: Carissa Miller, Coordinator
825 N Highway 31
Austin, Indiana, 47102
E-mail: carissa.hsrp@gmail.com

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 State Comptroller.

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 paragraph 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 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. Grantee's travel expenses will be reimbursed at the lesser of actual cost or the current rate being paid by the State. Grantee's travel expenses can only be reimbursed in accordance with the most current State Travel Policies and Procedures in Financial Management Circular. Out-of-state travel requests (unless specified otherwise in an attachment to this Grant Agreement) may be denied unless submitted at least four (4) weeks before the scheduled travel date.

24. Federal and State Third-Party Contract Provisions. If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as **Exhibit C**, which is attached and incorporated fully herein.

25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. [DELETED; NOT APPLICABLE.]

26. Federal Civil Rights Requirements. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://www.ojp.gov/funding/explore/legaloverview2023/civilrightsrequirements>.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR.

27. Modification of Budget and Program Plans.

Prior to effectuating any desired modification to the budget categories within the Grant Budget, set forth in **Exhibit B**, or the scope of work, set forth in **Exhibit A**, a Grantee must submit a Project Modification Request ("PMR") to the State via IntelliGrants. The State must approve the PMR prior to any modifications within the budget categories or scope of work changes.

Neither the State nor the Federal awarding agency can permit a change within the budget categories or scope of work that would cause any Federal grant funds to be used for purposes other than those consistent with the laws, rules, and regulations governing the Grant award.

28. Amendments. No understandings, agreements, or representations, oral or written, not specified within this Grant Agreement will be valid provisions of this Grant Agreement. Any alterations or amendments, except a change between budget categories which requires the prior written consent of a duly authorized representative of the State, shall be subject to the contract approval procedure of the State. No change or supplementation of the budget categories, under this subsection, can increase the total remuneration to exceed **\$61,219.98** in the absence of a prior written amendment executed by all signatories hereto.

29. 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 most current *State of Indiana SCM Template*) in any way except as follows:

Clause 1: Modified.
 Clause 2: Modified.
 Clause 3: Modified.
 Clause 6: Modified.
 Clause 7: Modified.
 Clause 8: Modified.

Clause 9: Modified.
Clause 13: Modified.
Clause 17: Modified.
Clause 23: Modified.
Clause 24: Modified.
Clause 25: Deleted.
Clause 26: Added.
Clause 27: Added.
Clause 28: Added.
Clause 29: Renumbered from Clause 26.

[SIGNATURES ON THE NEXT PAGE]

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://secure.in.gov/apps/idoa/contractsearch/>

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.

Cease of Scott County Inc.

DocuSigned by:
By: *Carissa Miller*
97BD11647DFF427...

Title: Coordinator

Date: 11/20/2025 | 11:58 EST

Indiana Criminal Justice Institute

DocuSigned by:
By: *Jade Palin -00032*
AF62E51C3A4E42D...

Title: Chief of Staff

Date: 11/21/2025 | 22:41 EST

	Electronically Approved by: Department of Administration By: _____ (for) Brandon Clifton, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>
Electronically Approved by: State Budget Agency By: _____ (for) Chad Ranney, State Budget Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on September 9, 2025. FA 25-53 <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>

DocuSigned by:
Prepared and reviewed by: *Jon PM McDonald - 00032*
28C14F446AE74A3...

Jon McDonald, Attorney No. 27246-49
General Counsel
Indiana Criminal Justice Institute

EXHIBIT A

2025 Title II - Juvenile Justice and Delinquency Prevention Act (TII)

Organization: CEASe of Scott County

TII-2025-00030

Version Date: 10/06/2025 15:53:36

Goals, Objectives, & Outcomes

1. Provide the program's goal. The goal should be general, realistic, focused on what we will ultimately achieve, consistent with overall mission/purpose of agency.

Hint: The goal should directly address the problem identified in the Problem Statement.

Example: The Indiana Criminal Justice Institute (ICJI) will provide data driven evidence-based/best practice program funding to regions of Indiana with the most financial and programmatic disparities.

Scott County will see a reduction in youth involved in the juvenile justice system.

2. Provide objectives that measure progress toward achieving the goal.

Hint: Objectives are the steps needed to achieve goals. Objectives should be concrete, action-oriented, measurable and Specific, Measurable, Achievable, Realistic, Timely (SMART).

Example: The ICJI will provide an increase of 30% of victim-related funding to areas possessing less than one shelter per 20 sq. miles.

Scott County will see a reduction in youth involved in the juvenile justice system for substance-related crimes from 24 percent in October 2024 to 20 percent by March 2026.

Scott County will see a reduction in youth involved in the juvenile justice system for aggressive behaviors from 26.5 percent in October 2024 to 22 percent by March 2026.

3. Provide at least 1 Outcome for EACH stated objective (outcomes quantitatively measure program impact).

Hint: Outcomes measure objectives and are criteria for how the program is deemed to be effective .

Example: During exit interviews/surveys, victims completing our program will report feeling safer and can list five new ways to keep safe.

Scott County youth engaged in the mentorship program will maintain negative drug screen results for at least 60 days prior to exiting the program.

Scott County youth engaged in the mentorship program will identify at least 5 healthy ways to manage angry feelings.

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EXHIBIT B

2025 Title II - Juvenile Justice and Delinquency Prevention Act (TII)

Organization: CEASe of Scott County

TII-2025-00030

Version Date: 10/06/2025 15:53:36

Personnel

What type of personnel do you wish to enter?

☐ Salaried☒ Hourly☐ Law Enforcement Pool☐ Pool☐ Volunteer**SALARIED**

<u>Position</u>	<u>Name</u>	<u>Fund Type</u>	<u>Employee Type</u>	<u>Annual Salary</u>	<u>Percentage</u>	<u>Cost</u>
					%	\$0
Personnel Total:						\$0

HOURLY

<u>Position</u>	<u>Name</u>	<u>Fund Type</u>	<u>Employee Type</u>	<u>Hourly Rate</u>	<u>No. of Hours</u>	<u>Percentage</u>	<u>Cost</u>
Recovery Coach Year 1	Amanda Huff	Grant	Full-time	\$23.00	2080	100%	\$47,840.00
Personnel Total:							\$47,840.00

LAW ENFORCEMENT POOL

<u>Name</u>	<u>Fund Type</u>	<u>Total Expenditure</u>	<u>Percentage</u>	<u>Cost</u>
			%	
Personnel Total:				\$0

POOL

<u>Position</u>	<u>Name</u>	<u>Fund Type</u>	<u>Total Expenditure</u>	<u>Percentage</u>	<u>Cost</u>
				%	
Personnel Total:					\$0

VOLUNTEER

<u>Position</u>	<u>Name</u>	<u>Fund Type</u>	<u>Hourly Rate</u>	<u>No. of Hours</u>	<u>Percentage</u>	<u>Cost</u>
					%	
Personnel Total:						\$0

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2025 Title II - Juvenile Justice and Delinquency Prevention Act (TII)

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Employee Benefits

<u>Name</u>	<u>Position</u>	<u>Employee Type</u>	<u>Fund Type</u>	<u>Benefit Type</u>	<u>Benefit %</u>	<u>Cost of Benefit</u>	<u>Cost</u>
Amanda Huff	Recovery Coach Year 1	Full-time	Grant	FICA (Social Security & Medicare)	100%	3659.76	\$3,659.76
Amanda Huff	Recovery Coach Year 1	Full-time	Grant	Worker's Compensation	100%	1435.20	\$1,435.20
Amanda Huff	Recovery Coach Year 1	Full-time	Grant	Unemployment Compensation	100%	2870.4	\$2,870.40
							\$7,965.36

2025 Title II - Juvenile Justice and Delinquency Prevention Act (TII)

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Supplies & Operating Expenses

<u>Supply Item</u>	<u>Fund Type</u>	<u>No. of Units</u>	<u>Price Per Unit</u>	<u>Percentage</u>	<u>Cost</u>
Copy Paper (Reams)	Match	24	\$5.50	100%	\$132.00
Printer Ink/Toner	Match	1	\$443.00	100%	\$443.00
Saliva Drug Screens	Grant	400	\$2.49	100%	\$996.00
Botvin LifeSkill Curriculum Set	Match	1	\$265.00	100%	\$265.00
LoveNotes Participant Workbooks	Match	20	\$14.50	100%	\$290.00
					\$0
					\$0
			Supplies Expenses - Total:		\$2,126.00

<u>Operating Expense</u>	<u>Fund Type</u>	<u>Amount</u>	<u>Percentage</u>	<u>Cost</u>
Phone	Grant	\$480.00	100%	\$480.00
Electricity	Match	\$325.60	100%	\$325.60
Gas	Match	\$149.88	100%	\$149.88
Internet	Match	\$159.00	100%	\$159.00
Too Good For Drugs	Match	\$759.95	100%	\$759.95
Sewer	Match	\$105.28	100%	\$105.28
Garbage	Match	\$45.40	100%	\$45.40
Matrix Model	Match	\$1,595.00	100%	\$1,595.00
RedCap Documentation System	Grant	\$835.00	100%	\$835.00
Accounting Support for Program Management	Grant	\$600.00	100%	\$600.00
Liability Insurance	Grant	\$260.00	100%	\$260.00
Email address for Recovery Coach	Grant	\$72.00	100%	\$72.00
Program Brochures	Grant	\$300.00	100%	\$300.00
Business Cards	Grant	\$100.00	100%	\$100.00
			Operating Expenses - Total:	\$5,787.11

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2025 Title II - Juvenile Justice and Delinquency Prevention Act (TII)

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Equipment

<u>Equipment Item</u>	<u>Fund Type</u>	<u>No. of Units</u>	<u>Purchase/ Lease/Rental</u>	<u>Price Per Item</u>	<u>Percentage</u>	<u>Cost</u>
Laptop Computer - HP	Grant	1	Purchase	\$525.00	100%	\$525.00
						\$0
						\$0
			Equipment - Total:			\$525.00

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Travel

<u>No. of</u> <u>Travels</u>	<u>Purpose</u>	<u>Location</u>	<u>Travel Expense Fund</u> <u>Type</u>	<u>Quan. Per</u> <u>Traveler</u>	<u>Cost Per Day</u> <u>Item, or Mile</u>	<u>Percentage</u>	<u>Cost</u>
1	Travel/Conference	IYI Kids Count Conference	Per Diem Grant	2	\$52.00	100%	\$104.00
1	Travel/Conference	IYI Kids Count Conference	Lodging Grant	1	\$133.00	100%	\$133.00
1	Travel/Conference	Cape Cod Symposium on Addictive Disorders	Airfare Match	1	\$307.00	100%	\$307.00
1	Travel/Conference	Cape Cod Symposium on Addictive Disorders	Per Diem Match	5	\$52.00	100%	\$260.00
1	Travel/Conference	Cape Cod Symposium on Addictive Disorders	Registration Grant Fee	1	\$550.00	100%	\$550.00
1	Travel/Conference	Cape Cod Symposium on Addictive Disorders	Lodging Match	1	\$698.13	100%	\$698.13
1	Program Travel	Scott County, Indiana	Mileage Grant	938	\$0.49	100%	\$459.62
1	Program Travel	Scott County, Indiana	Mileage Match	1000	\$0.49	100%	\$490.00
Travel (including Training) - Total:							\$3,001.75

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Consultants and Contractors

<u>Name</u>	<u>Service Provided</u>	<u>Fund Type</u>	<u>Hourly Rate</u>	<u>Number of Hours</u>	<u>Percentage</u> %	<u>Cost</u>
Consultant - Total:						\$0
<u>Name/Position</u>	<u>Service Provided</u>	<u>Fund Type</u>	<u>Compensation</u>		<u>Percentage</u>	<u>Cost</u>
Carissa Miller, LCSW, CADAC V	Supervision of Staff, Program Evaluations	Match	1500		100%	\$1,500.00
Contractors - Total:						\$1,500.00

Will there be travel expenses for the consultants and contractors?

Yes

2025 Title II - Juvenile Justice and Delinquency Prevention Act (TII)

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Program Income

1. Will your program generate income?

Yes

☒ No
2. What is the estimated amount of Program Income?
3. Describe how your program will generate income.
4. What will the Program Income be used for?

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2025 Title II - Juvenile Justice and Delinquency Prevention Act (TII)

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Budget Summary

TOTAL BUDGET BY CATEGORY

<u>Budget Category</u>	<u>Amount</u>
Personnel	\$47,840.00
Employee Benefits	\$7,965.36
Travel (Including Training)	\$3,001.75
Equipment	\$525.00
Supplies & Operating Expenses	\$7,913.11
Consultants and Contractors	\$1,500.00
Total	\$68,745.22

TOTAL BUDGET BY FUND SOURCE

<u>Fund Source</u>	<u>Amount</u>	<u>Percent</u>
Grant	\$61,219.98	89.05%
Match	\$7,525.24	10.95%
Total	\$68,745.22	100.00%

PROGRAM INCOME

Program Income
Approved Award Amount:

Program/Grant Manager:

10/06/2025

EXHIBIT C

Exhibit C

Federally Required Special Conditions

Juvenile Justice and Delinquency Prevention Act (Title II)

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The Office of Civil Rights (OCR) and the Office on Violence Against Women (OVW) have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://www.justice.gov/ovw/resources-and-faqs-grantees>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately in time or location from the

activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith-based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/program/civil-rights/partnerships-faith-based-and-other-neighborhood-organizations>.

SAAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: *Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at https://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEO Requirement

An EEO is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEO Certification Report or an EEO Utilization Report to the OCR. For more information on whether your organization is subject to the EEO requirements, see <https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request IT or system related assistance from OCR by telephone at 202-307-0627 or by email at EEOPITSupport@usdoj.gov. You may request assistance regarding what constitutes an EEO

program or other related reporting requirements from the OCR by telephone at (202) 616-1771 or by e-mail at EEOPforms@usdoj.gov. Further information can be found at [Entity Management Training Guide](#) and [EEOP FAQ](#).

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR and the Indiana Criminal Justice Institute (ICJI).

1. 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 certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of the award. By signing and accepting this award on behalf of the recipient (and any subrecipient at any tier and or subgrantee), the authorized recipient official accepts all material requirements of the award and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

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" (<https://www.ojp.gov/funding/explore/legal-notices>), and incorporated by reference into the award.

Failure to comply with any one or more of these award requirements – whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period – may result in the Office of Justice Programs ("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. The Department of Justice ("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.

2. Applicability of Part 200 Uniform Requirements

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 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 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 2021, 2022, 2023 award.

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://www.ojp.gov/funding/part200uniformrequirements>.

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 must provide access, include performance measure information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

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.

3. Compliance with the DOJ Grants Financial Guide

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.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified 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.

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.

5. Requirements related to “de minimis” indirect cost rate

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 and ICJI 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.

6. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient received 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 awarding agency (OJP or OVW, as appropriate) and the Indiana Criminal Justice Institute (ICJI) in writing of the potential duplication, and, if so, requested by the DOJ awarding agency, or the ICJI, must seek a budget-modification or change-of-project scope grant adjustment modification (GAM) or Project Modification Request (PMR) to eliminate any inappropriate duplication of funding.

7. 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 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 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).

8. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must –
 - 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).
 - B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both –

- (1) This award requirement for verification of employment eligibility, and
 - (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.
- 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).
- 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.

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 reasonably necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of Construction

A. Staff involved in the hiring process

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).

B. Employment eligibility confirmation with E-Verify

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.

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.

D. 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 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 VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient must have written procedures in place to respond in the event of an actual or imminent “breach” (OMB M-17-12) if it—(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” (2 CFR 200.1) 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.

10. All subaward (“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.

11. 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 <https://ojp.gov/Funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval require to use a noncompetitive approach in a procurement contract (if contact would exceed \$250,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

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.

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.

13. Determination of suitability to interact with participating minors

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 any 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.

The recipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

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.

14. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

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.

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](#)).

15. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities 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.

16. OJP Training Guiding Principles

Any training or training materials that the recipient or any subrecipient ("subgrantee") -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

17. Effect of failure to address audit issues

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.

18. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) and or ICJI 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 or designated as an ICJI high-risk grantee.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") 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.

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") 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."

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

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 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.

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/>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

22. Restrictions on "lobbying"

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 other would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, 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.

Should any question arise as to whether a particular use of federal funds by a recipient 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.

23. Compliance with general appropriations-law restrictions on the use of federal funds.

The recipient and any subrecipient ("subgrantee") must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, 2022, 2023, 2024 are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, <https://www.ojp.gov/award-condition-general-appropriations-law-restrictions-use-federal-award-funds-fy-2023>, and <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm> are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient 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.

24. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient 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.

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/contract-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).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

25. Restrictions and certifications regarding non-disclosure agreements and related matters

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.

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 compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—

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

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.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

a. it represents that—

(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

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

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.

26. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

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.

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.

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.

27. Encouragement of policies to ban text messaging while driving

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.

28. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

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.

29. The recipient agrees that, consistent with applicable State law, staff directly associated with administration of the OJJDP Formula Grants Program will attend and participate in conferences, workshops, training sessions, and other national or regional meetings deemed by OJJDP to be critical to the administration of this Program. OJJDP will determine which staff and the number of staff that should attend each meeting, consistent with the scope and subject matter of the meeting. Cost of attendance will be borne by the recipient as an administrative cost to the grant or paid from State Advisory Group set aside funds under Section 222(d), as appropriate.

30. The recipient agrees to comply with all Formula Grants Program requirements as outlined in the Juvenile Justice and Delinquency Prevention Act of 2002, the applicable guidelines, the Certified Assurances; and the most recent OJJDP Formula Grants Consolidated Regulation (28 CFR Part 31).
31. Recipient agrees that, as required by federal law (31 U.S.C. 1301(a)), the funds allocated to support its State Advisory Group (SAG) pursuant to 34 U.S.C. 11132(d) must be expended in a manner consistent with the purposes set forth at 34 U.S.C. 11133(a)(3)(B), (C), and (D). If the recipient's SAG chooses to use a portion of its limited formula grant set-aside for organizational membership fees, such costs are only allowable if those costs meet the requirements of 2 C.F.R. 200.454. The use of federal funds for (1) cash or in-kind contributions, (2) donations, or (3) payment of membership fees in organizations substantially engaged in lobbying, is specifically prohibited by 2 C.F.R. 434 and 454.
32. The recipient agrees that it will submit quarterly financial status reports into the ICJI electronic grant management system, not later than twenty (20) days after the end of each calendar quarter. The final report shall be submitted not later than thirty (30) days following the end of the award period. The final report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used, data to support statements of progress, and data concerning individual results and outcomes of the funded projects reflecting successes and impacts.
33. **FFATA reporting: Subawards and executive compensation**

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensations 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 referenced here.

This condition, including its reporting requirement, does not apply to – (1) an award of less than \$30,000, 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).
34. The recipient (and any subrecipient at any tier) agrees to comply with the requirements of 28 C.F.R. Part 46 and all other Department of Justice/Office of Justice Programs policies and procedures regarding the protection of human research subjects, including subject informed consent procedures and obtainment of Institutional Review Board (IRB) approval, if appropriate. The award recipient will also monitor and appropriately manage any subrecipients and/or subcontracts to ensure compliance with 28 C.F.R Part 46.
35. The recipient may not obligate, expend, or draw down funds until the recipient has submitted a revised budget and budget narrative reflecting the total amount of this award, and an Award Condition Modification (ACM) and has been issued to remove this special condition or approval from ICJI has occurred.

36. "Methods of Administration" – monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient ("subgrantee" at any tier) compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)) and are incorporated by reference here.

37. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

38. Confidentiality of Data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are application to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

39. Pursuant to Section 223(a)(3)(A)(iii) of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. 11101, et. seq.), the chairperson of the State Advisory Group cannot be a full-time employee of the Federal, State, or local government. This prohibition applies also to an Active Chair, or other person assuming the duties and responsibility of the Chair, whether permanently or on a temporary basis.

40. The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award and agrees to comply and adhere to all NEPA requirements as applicable.

41. Approval of this award does not indicate approval of any consultant rate in excess of \$650.00 per day. A detailed justification must be submitted to the OJP and ICJI prior to the obligation or expenditure of such funds in violation or excess of the consultant rate.

42. In accepting this award, the recipient, and any subrecipient ("subgrantee") represents to the Department of Justice and the Indiana Criminal Justice Institute, that it does not hold money in offshore accounts for the purposes of avoiding paying tax described in 26 U.S.C. 511(a), and agrees that it will not hold money in any such accounts for such a purpose during the period of performance of this award; and agrees that, if, during the period of performance of this award, the recipient, any subrecipient ("subgrantee") learns that it does hold money in offshore accounts for such purpose, it will immediately stop any further obligations of award funds, it will provide prompt written notification to OJP, and will resume (or permit resumption of) such obligation is authorized to do so by OJP and ICJI..

43. For any year during the period of performance for this award as to which the recipient non-profit organization believes (or asserts) that it has satisfied the requirements of 26 C.F.R. 53.4958-6 (which relates to establishing or invoking a rebuttable presumption of reasonableness of compensation of certain individuals and entities), the recipient must make a prompt written disclosure to the OJP and ICJI that satisfies the requirements of this award condition.

(Under certain circumstances, a non-profit organization that provides unreasonably-high compensation to certain persons may subject both the organization's managers and those who receive the compensation to additional federal taxes. A rebuttable presumption of the reasonableness of a non-profit organization's compensation arrangements, however, may be available if the non-profit organization satisfied certain rules set out in Internal Revenue Service regulations with regard to its compensation decisions.)

Each disclosure required by this award condition must describe in pertinent detail the process used by the recipient non-profit organization to determine the compensation of its officers, directors, trustees, and key employees (together, "covered persons"). At a minimum, the disclosure must describe in pertinent detail --

- (1) the composition of the body that reviews and approves compensation arrangements for covered persons;
- (2) the methods and practices used by the recipient organization to ensure that no individual with a conflict of interest participates as a member of the body that reviews and approves a compensation arrangement for a covered person;
- (3) the appropriate data as to comparability of compensation that is obtained in advance and relied upon by the body that reviews and approves compensation arrangements for covered persons;
- (4) the written or electronic records that the recipient maintains as concurrent documentation of the decisions with respect to compensation of covered persons made by the body that reviews and approves such compensation arrangements, including records of deliberations and of the basis for decisions.

For purposes of this condition, the following terms and phrases have the meanings set out by the Internal Revenue Service for use in connection with 26 C.F.R. 53.4958-6: officers, directors, trustees, key employees, compensation, conflict of interest, appropriate data as to comparability, adequate documentation, concurrent documentation.

This condition implements a law that affects the program under which this OJP award is made. In accepting this award, the recipient acknowledges that, following receipt of an appropriate request, OJP may be authorized or required by law to make information submitted pursuant to this condition available for public inspection.

44. Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Exhibit D
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 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.