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GRANT AGREEMENT

Contract #00000000000000000000101684

This Grant Agreement ("Grant Agreement"), entered into by and between the Indiana Department of Correction (the "State") and TIPPECANOE COUNTY GOVERNMENT (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 **$271,637.00** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibit A (Special Conditions), Exhibit B (Annual Financial Report for Non-governmental Entities), and Exhibit C (Budget Summary)** of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code art. 11-12 establishing the authority to make this Grant, as well as any rules adopted thereunder. 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:

State Funds Program Title: Juvenile Community Corrections

2. Representations and Warranties of the Grantee.
A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.
A. The Grantee shall implement and complete the Project in accordance with **Exhibit C** 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 **as directed by the Department** and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term. This Grant Agreement commences on **July 01, 2026** and shall remain in effect through **June 30, 2027**, which is the date the grant performance must be completed. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted

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by state or federal laws governing this Grant and may include additional grant awards, all to be in conformance with IC 5-22-17-4.

5. Grant Funding.

A**.** The State shall fund this Grant in the amount of **$271,637.00**. The approved Project Budget is set forth as **Exhibit C** 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 Auditor of State.

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

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claims shall be submitted to the State within 15 calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than 15 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 15 calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

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

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

A. whether Project activities are consistent with those set forth in **Exhibit A (Special Conditions)**, 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 C** and that unpaid costs have been properly accrued;

C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.
A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost

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

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

9. Compliance with Laws.
A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq*., IC § 4-2-7, *et seq*. and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these

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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.

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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

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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 contract, and as required by IC § 22-5-1.7 and Executive Order 25-29, the Contractor swears or affirms under the penalties of perjury that the Contractor has not knowingly employed, and will not knowingly employ, an unauthorized alien. The Contractor further affirms that:

A. The Contractor 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 Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

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

C. The Contractor has required and shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor 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 Contractor 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 this agreement for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.
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.

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:

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A. The Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract 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 Contractor 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 Contract, 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 Contractor or any subcontractor.

B. Contractor covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, 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 Contractor's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, 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 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:

Rachel McCaffrey
302 West Washington Street Room E334
Indianapolis, IN 46204
E-mail: **rmccaffrey@idoc.in.gov**

With a copy to:
Contracts and Compliance
E-mail: Contracts@idoc.in.gov

B. Notices to the Grantee shall be sent to:
Rebecca Humphrey
20 North 3rd Street
Lafayette, IN 47901
E-mail: rhumphrey@tippecanoe.in.gov

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

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement; (2) Exhibits prepared by the State; (3) Invitation to Apply for Grant; (4) the Grant Application; and (5) 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

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required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.
A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

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

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

24. Federal and State Third-Party Contract Provisions. Deleted -- not applicable.

25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

26. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2022* OAG/ IDOA *Professional Services Contract Manual* or the *2022 SCM Template*) in any way except as follows:

Clause 4. Term Added Language
Clause 24. Federal and State Third-Party Contract Provisions --Deleted

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Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

Agreement to Use Electronic Signatures

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

TIPPECANOE COUNTY GOVERNMENT

DocuSigned by:
By: Jennifer Weston
85A0109107624BB...

Title: Auditor

Date: 6/22/2026 | 09:07 EDT

Indiana Department of Correction

DocuSigned by:
By: Rachel McCaffrey
3B48BA760F04405...

Title: Deputy Director of DYS

Date: 6/22/2026 | 09:40 EDT

Electronically Approved by:
Department of Administration

By: (for)
Brandon Clifton, Commissioner

Electronically Approved by:
State Budget Agency

By: (for)
Chad Ranney, State Budget Director

Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on May 27, 2026. FA 26-11

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EXHIBIT A

Special Conditions

The Grantee agrees to comply with the Special Conditions outlined below.

I. Community Corrections Advisory Board

a. Grantee agrees to establish and maintain a Community Corrections Advisory Board (CCAB) pursuant to IC 11-12-2-2 and this Grant Agreement.

II. Procedural Manual or Indiana Department of Correction State Policies

a. Grantee agrees to comply with all policies as outlined within the Juvenile Community Corrections Procedural Manual or Indiana Department of Correction State Policies. The Department will notify all grantees of changes or revisions to the Procedural Manual. Grantees shall have thirty (30) days from the date the notification is issued to review and comply with said changes. If compliance with Procedural Manual revisions will require longer than the allotted period, grantees must submit a reasonable plan for compliance to the Department no later than thirty (30) days following the notification of revisions.

III. Reporting

a. Grantee agrees to submit progress reports, monthly financial reports, and other reports to the Department in accordance with Department procedures, rules and regulations and in precise formats and timeframes prescribed by Department. Agencies that submit incomplete data, data in the wrong format, or who do not submit data by the stated deadlines will be subject to holds on their funding until such issues are rectified.

b. Grantee agrees to furnish Department with an annual report which shall contain an evaluation of the activities of the program, recommendations for improvement, modification, or discontinuance of the program or such other data which Department might reasonably require. The annual report shall be submitted to the Department no later than sixty (60) days following the end of the State's fiscal year.

IV. Funding

a. The Department may authorize, in advance, the transfer or re-allocation of funds pursuant to written procedures established by the Department if such changes are determined by the Department to be in the best interests of the Project.

b. If Grantee is recipient of a Community Corrections Grant from Department for the next grant cycle, in lieu of returning unexpended funds to the State at the end of the project a sum equal to such funds not expended or encumbered from this grant may be subtracted from the new grant and the funds remaining with Grantee may be used in furtherance thereof.

V. Accounting: Non-Co-Mingling of Funds

a. Grantee shall establish a separate fund to be known as the "Juvenile Community Corrections Grant Fund" for the purposes of receiving and disbursing funds pursuant to this Grant Agreement. This fund shall be used only for funds received pursuant to this original Grant Agreement and shall not be co-mingled with any other funds received by the County Corrections Agency, including any Performance Based Grants that may be amended into this Grant Agreement. Disbursement records shall be kept in a manner prescribed by the Department and the State Board of Accounts and shall be available to the Department and/or the State Board of Accounts upon request. Grantee further agrees that Project income (i.e. user fees or other income derived from the operation of a Community Corrections Program funded by a state grant) shall be disbursed only in furtherance of the approved community corrections program and only with the prior approval of the Department in accordance with the Procedural Manual. A

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separate fund shall be established for Project income and identified as the "Community Corrections Project Income Fund." Expenditures from this fund shall be accounted for in the same manner as all other expenditures of Community Corrections grant money.

b. User fees and other funds collected by Project components funded under this Grant Agreement shall be included in the Community Corrections Project Income Fund unless the collection and maintenance of those funds is mandated elsewhere under Indiana Code, including but not limited to probation user fees collected under Indiana Code 35-38-2-1 et seq.

c. Should the Grantee receive a Performance Based Grant from the Department, the Grantee shall establish a separate fund to be known as "Performance Based Grant Fund." Disbursement records shall be kept in a manner prescribed by the Department and the State Board of Accounts and shall be available to the Department and/or the State Board of Accounts upon request.

VI. Accounting: Maintenance of Records

a. The Grantee agrees to maintain records and accounts consistent with accounting principles as prescribed by the State Board of Accounts and the Department. The Grantee additionally agrees to provide for such fiscal control as is necessary to assure proper disbursing of, and accounting for, Project grant funds.

b. Grantee agrees to establish and maintain within the agency responsible for program implementation a daily ledger in such form as approved by the State Board of Accounts. Said daily ledger shall include receipts, expenditures, and balances by category and line item corresponding to the budget of the approved application for funds. Such a ledger shall be in addition to, and not a substitute for, any and all fiscal and other records of the Auditor of County. Further, said ledger shall be used to account for funds regardless of source (state grant, program user fees, etc.).

c. User fees and other funds that are collected by Project components funded under this Grant Agreement but that are not included in the Community Corrections Project Income Fund, (such as probation user fees collected under Indiana Code 35-38-2-1 et seq) shall be subject to the account, records, and ledger requirements of this section.

VII. Audits

a. Accounts and supporting documentation relating to expenditures will be adequate to permit an accurate and expeditious audit. Grantee agrees to allow upon request, audits by the State Board of Accounts or the Department. Such audits will be performed in accordance with compliance guidelines established by the State Board of Accounts and the Department.

VIII. Payments

a. The grant shall be divided by the number of months in the grant period. Said funds shall be paid monthly in arrears as soon as the regular fiscal procedures of the State of Indiana shall permit. The Department may not advance more than twenty-five percent (25%) of the amount of the grant. The Department shall only distribute those funds necessary to fund the Community Corrections plan (as defined in IC 11-12-2-4)

b. All claims for payment hereunder must be certified to the Department by the Auditor of the County.

c. All grant payments shall be made payable to the Auditor of the County. For multi-county Community Corrections agencies, grant payments shall be made payable to the Auditor of the County named as the fiscal contact for the grant.

IX. Subcontractors

a. All subcontracts funded through this grant agreement, or subcontracts with entities that provide goods or services to programs funded through this grant agreement, shall be subject to all the conditions and requirements contained herein, including but not limited to inspections, audits, licensing, professional standards, and accounting standards and procedures. All contracts issued by

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the grantee related to this Project, as detailed above, must contain a clause specifying this requirement.

X. Standards and Licensing

a. Domiciliary care programs shall be conducted in such a manner as to meet the standards promulgated by the State Board of Health, the State Fire Marshall and the Fire Prevention and Building Safety Commission, and other applicable standards and statutes. Any facilities so used shall be subject to inspection in the same manner as all other facilities and programs which are supported by public funds.

b. All programs involving residential care shall be governed by applicable licensing, inspection, and other supervisory requirements imposed by law.

c. All programs of referral shall be required to meet all State Federal licensing requirements.

d. All court supervised programs, including any form of specialized probation services shall meet standards prescribed by the Probation Standards and Practices Committee as promulgated by the Judicial Conference.

XI. Project Monitoring

a. Grantee agrees to allow Department to inspect its program activities and examine the records of the Community Corrections Fund at reasonable times and intervals. In addition to project monitoring requirements stated in the Grant Agreement, grantee shall make available upon request a detailed listing of all Project costs by Project budget line item which are accrued yet unpaid, if any.

XII. Evidence-Based Practices

a. Grantee shall implement and utilize evidence-based practice models. Such evidence-based practices must be based on the Eight Principles of Effective Intervention which are:

i. Assess Actuarial Risk/Needs
ii. Enhance Intrinsic Motivation
iii. Target Interventions
iv. Skill Train with Directed Practice
v. Increase Positive Reinforcement
vi. Engage Ongoing Support in Natural Communities
vii. Measure Relevant Processes/Practices
viii. Provide Measurement Feedback

b. Pre-Trial participants should be supervised consistent with best practices, as taken from the American Bar Association's Standards for Criminal Justice, Pretrial Release (2002) and the National Association of Pretrial Services Agencies' Standards on Pretrial Release (2004).

XIII. Assessments

a. Grantee will certify the appropriate staff in the Indiana Risk Assessment System (IRAS) and Indiana Youth Assessment System (IYAS) as applicable for completing primary risk and needs assessments according to the policies adopted by the Judicial Conference of Indiana and Indiana Department of Correction. Assessment data for all IRAS and IYAS assessments will be entered into the INCITE application provided by the Judicial Automation and Technology Committee.

XIV. Property Rights

a. All fixed assets purchased with funds provided through this Grant Agreement or generated through Project income remain the property of the Community Corrections program. These fixed assets are not the property of any other entity that may be assigned said assets. Disposal of fixed assets must be done in a manner consistent with the Procedural Manual.

XV. HIPAA Compliance

a. If this grant involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Grantee covenants that it will appropriately safeguard Protected Health Information

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(defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

XVI. Licensing Standards

a. The Grantee, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Grantee pursuant to this Contract. The State will not pay the Grantee for any services performed when the Grantee, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification, or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Grantee shall notify the State immediately and the State, at its option, may immediately terminate this Grant Agreement.

XVII. Ownership of Documents and Materials

a. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Grantee prior to execution of this Grant Agreement, but specifically developed under this Grant Agreement shall be considered "work for hire" and the Grantee transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to contract performance by the Grantee, without the prior written consent of the State, is prohibited. During the performance of this Grant Agreement, the Grantee shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided while the materials are in the possession of the Grantee. Any loss or damage thereto shall be restored at the Grantee's expense. The Grantee shall provide the State full, immediate, and unrestricted access to the work product during the term of this Grant Agreement.

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EXHIBIT B

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 electronical submission site is found at https://gateway.ifionline.org/login.aspx
    d. The Gateway User Guide is found at https://gateway.ifionline.org/userguides/E1guide
    e. The State Board of Accounts may request documentation to support the information presented on the E-1.
    f. Login credentials for filing the E-1 and additional information can be obtained using the notforprofit@sboa.in.gov email address.

2) A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs

3) Based on the level of government financial assistance received, an audit may be required by IC § 5-11-1-9.

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EXHIBIT C

Project Budget

Tippecanoe County | **Budget - Exhibit C** | **FY27 JCC Grant**

Project Personnel	DOC State	User Fees	County	***Other	Total
Program 1	$0.00	$0.00	$67,042.00	$0.00	**$67,042.00**
Program 2	$0.00	$0.00	$124,310.00	$0.00	**$124,310.00**
Program 3	$111,903.00	$0.00	$17,001.00	$0.00	**$128,904.00**
Program 4	$48,698.00	$0.00	$77,311.00	$0.00	**$126,009.00**
Program 5	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 6	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 7	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 8	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 9	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 10	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 11	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 12	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 13	$0.00	$0.00	$0.00	$0.00	**$0.00**
Subtotals	**$160,601.00**	**$0.00**	**$285,664.00**	**$0.00**	$446,265.00
Fringe 100 Series	**DOC State**	**User Fees**	**County**	***Other**	**Total**
Program 1	$0.00	$0.00	$31,555.00	$0.00	**$31,555.00**
Program 2	$0.00	$0.00	$62,312.00	$0.00	**$62,312.00**
Program 3	$49,670.00	$0.00	$8,388.00	$0.00	**$58,058.00**
Program 4	$19,456.00	$0.00	$42,862.00	$0.00	**$62,318.00**
Program 5	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 6	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 7	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 8	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 9	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 10	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 11	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 12	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 13	$0.00	$0.00	$0.00	$0.00	**$0.00**
Subtotals	**$69,126.00**	**$0.00**	**$145,117.00**	**$0.00**	$214,243.00
Supplies 200 Series	**DOC State**	**User Fees**	**County**	***Other**	**Total**
Program 1	$0.00	$0.00	$500.00	$0.00	**$500.00**
Program 2	$500.00	$0.00	$1,000.00	$0.00	**$1,500.00**
Program 3	$2,110.00	$0.00	$0.00	$0.00	**$2,110.00**
Program 4	$2,500.00	$0.00	$0.00	$0.00	**$2,500.00**
Program 5	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 6	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 7	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 8	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 9	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 10	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 11	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 12	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 13	$0.00	$0.00	$0.00	$0.00	**$0.00**
Subtotals	**$5,110.00**	**$0.00**	**$1,500.00**	**$0.00**	$6,610.00
Services 300 Series	**DOC State**	**User Fees**	**County**	***Other**	**Total**
Program 1	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 2	$2,833.00	$0.00	$0.00	$0.00	**$2,833.00**
Program 3	$32,834.00	$0.00	$0.00	$0.00	**$32,834.00**
Program 4	$1,133.00	$7,200.00	$35,000.00	$0.00	**$43,333.00**
Program 5	$0.00	$0.00	$0.00	$0.00	**$0.00**

Budget Summary **Page 1 of 2**

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Program 6	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 7	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 8	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 9	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 10	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 11	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 12	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 13	$0.00	$0.00	$0.00	$0.00	**$0.00**
Subtotals	**$36,800.00**	**$7,200.00**	**$35,000.00**	**$0.00**	$79,000.00
Capital 400 Series (Line 98)	**DOC State**	**User Fees**	**County**	*****Other**	**Total**
Program 1	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 2	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 3	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 4	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 5	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 6	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 7	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 8	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 9	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 10	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 11	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 12	$0.00	$0.00	$0.00	$0.00	**$0.00**
Program 13	$0.00	$0.00	$0.00	$0.00	**$0.00**
Subtotals	**$0.00**	**$0.00**	**$0.00**	**$0.00**	$0.00
Budget Summary	**DOC State**	**User Fees**	**County**	*****Other**	**Total**
Project Personnel	$160,601.00	$0.00	$285,664.00	$0.00	**$446,265.00**
Fringe 100 Series	$69,126.00	$0.00	$145,117.00	$0.00	**$214,243.00**
Supplies 200 Series	$5,110.00	$0.00	$1,500.00	$0.00	**$6,610.00**
Services 300 Series	$36,800.00	$7,200.00	$35,000.00	$0.00	**$79,000.00**
Capital 400 Series	$0.00	$0.00	$0.00	$0.00	**$0.00**
TOTAL GRANT REQUEST	$271,637.00	$7,200.00	$467,281.00	$0.00	**$746,118.00**