

**GRANT AGREEMENT**  
**VICTIMS OF CRIME ACT (VOCA)**  
**Contract #00000000000000000000101921**

This Grant Agreement ("Grant Agreement"), entered into by and between the Indiana Criminal Justice Institute (the "State") and **Albion Fellows Bacon Center 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 - MODIFIED.** The purpose of this Grant Agreement is to enable the State to award a Grant of **\$284,100.40** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibits A and B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement, and the federal special conditions found in **Exhibit C**, which are attached hereto and incorporated fully herein by reference.

This grant is made with funds from 34 U.S.C. § 20103 (a) and (b) and 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 in conformance with this Grant Agreement and for no other purpose. Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice Grants Financial Guide and 2 C.F.R. Part 200.

The Grantee acknowledges that funds awarded under this Grant Agreement shall be used exclusively in accordance with the provisions contained herein and in conformance with Assistance Listing Number (ALN) # 16.575 requirements, including Special Conditions attached as **Exhibit C** to this Grant Agreement, as well as requirements of ALN # 16.575 and applicable federal laws, rules, regulations, and guidance, which are all incorporated fully herein by reference.

**FUNDING SOURCE:**

Program Name per Assistance Listings:

Crime Victim Assistance

**ALN # 16.575**

**2. Representations and Warranties of the Grantee - MODIFIED.**

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.

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 sign or file 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 - MODIFIED.

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 and shall contain such detail of progress or performance on the Project as is requested by the State. Additionally, the Grantee shall submit a quarterly PMT report to the State within **thirty (30) days** of the end of each **quarter**. Failure to submit this report in a timely fashion may be considered a material breach.

**4. Term.** This Grant Agreement commences on **October 1, 2026** and shall remain in effect through **September 30, 2028**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding - MODIFIED.

A. The State shall fund this Grant in the amount of **\$284,100.40**. 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.

C. The Grantee **may not move funds between Years 1 and 2** of the Grant Agreement. Funds budgeted for use in Year 1 (October 1, 2026, through September 30, 2027) of the grant term must be expended during Year 1 and will be **deobligated and unavailable** for use in Year 2 (October 1, 2027, through September 30, 2028) if they remain unspent at the conclusion of Year 1.

6. Payment of Claims - MODIFIED.

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 **20** calendar days following the end of the **month or 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 20 calendar days following the end of the month or quarter in which the services were provided. All final claims and reports must be submitted to the State within 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 monthly or quarterly basis only. The frequency of the claims shall be determined at the onset of the grant and shall be maintained consistently throughout the life of the grant. 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.

F. 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.

**7. Project Monitoring by the State - MODIFIED.** The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to **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. 200.500 *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 D** (Guidelines for Non-governmental Entities).

#### **9. Compliance with Laws - MODIFIED.**

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 Agreement, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** 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 Agreement 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 of Indiana. The Grantee agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Grantee. Additionally, further

work or payments may be withheld, delayed, or denied and/or this Grant Agreement 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 delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Grant Agreement.

E. Pursuant to IC § 5-22-3-1, the State and the Grantee shall act in good faith in connection with the performance or administration of or any negotiations undertaken in accordance with or with respect to this Grant Agreement.

F. The Grantee warrants that the Grantee and its subcontractors, if any, 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 further work with the State.

G. 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.

H. 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 the 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 the Grant Agreement, even if IC §24-4.7 is preempted by federal law.

I. i. The Grantee warrants that the Grantee, and (if applicable) any of its holding companies, affiliates, or subsidiaries, is not:

- (1) listed in Section 889 of the 2019 National Defense Authorization Act;
- (2) listed in Section 1260H of the 2021 National Defense Authorization Act;
- (3) owned by the government of a country, or controlled by any governing or regulatory body located in a country, on the United States Department of Commerce's foreign adversaries list under 15 C.F.R. 791.4; or
- (4) included on or controlled by an entity on the Specially Designated Nationals list maintained by the United States Department of the Treasury's Office of Foreign Asset Control.

ii. In accordance with Executive Order 25-64, if the State determines that the Grantee has been added to any list or designation set forth in clauses (1) through (4) in subparagraph I.i above, after entering this Grant Agreement, the State shall investigate the reasons the Grantee was added to any such list or designation. Depending upon the

outcome of such investigation, the State may be required to terminate this Grant Agreement and/or dispose of any of the goods or cease the use of any of the goods or services procured under this Grant Agreement. In addition, the State shall not be required to pay for any goods or services tendered or provided under this Grant Agreement to the Grantee on or after the date the Grantee is added to any such list or designation.

J. Equipment may not be purchased under this Grant Agreement **less than 90 days** before the expiration of the Grant, unless specifically permitted in writing by the State.

K. 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. The Grantee shall follow and comply with all provisions in 2 C.F.R. § 200.465 regarding the lease and or rental of real property and equipment. The Grantee shall follow and comply with all provisions in 2 C.F.R. § 200.216 when renting, purchasing, or leasing any telecommunications, video surveillance systems and service, or equipment. The Grantee shall follow and comply with all provisions in 2 C.F.R. § 200.217.

L. The Grantee affirms that it shall comply with all provisions of 28 CFR 94.113.

M. 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>.

N. The Grantee shall comply with all data reporting requests from the Criminal Justice Data Division, and National Incident Based Reporting System (NIBRS) reporting requirements, pursuant IC § 10-13-2-6. Failure to comply with these provisions and requirements may result in the awarded funds being de-obligated, pursuant to IC § 5-2-6-10.5.

#### **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 - MODIFIED.** 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.

D. If grantee is utilizing a third-party Certified Professional Employer Organization (CPEO) to meet the employment verification obligations imposed by federal, state, or local law, the Grantee acknowledges and affirms that the Grantee is responsible for ensuring that the Grantee's CPEO is operating in compliance with the terms and conditions of this Grant Agreement. Grantee's failure to prove compliance with federal, state, or local laws, rules, ordinances, or other mandated certifications required by law upon request of the State shall be deemed a breach of this Agreement.

The State may terminate this grant agreement 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 - MODIFIED.** 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 - MODIFIED.** 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 Grantee 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, Subrecipient, Contractor, or any Subcontractor.

B. Grantee 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 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, a Subrecipient, Contractor, or any Subcontractor.

C. The Grantee covenants that it shall not discriminate against any individual based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity as outlined in the Violence Against Women Act Reauthorization Act of 2013.

**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: Amanda Cushing – Grant Manager  
402 W. Washington St., Room W469  
Indianapolis, IN 46204  
E-mail: acushing@cji.in.gov

B. Notices to the Grantee shall be sent to:  
Albion Fellows Bacon Center Inc  
Attn: Julia Kathary – CEO  
PO Box 3164  
Evansville, IN 47731  
E-mail: juliak@albioncenter.org

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 - MODIFIED.**

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.

C. Failure to timely report grant progress pursuant to Clause 3 of this Grant Agreement may, at the discretion of the State, be considered a material breach. If the material breach is not cured to the satisfaction of the State, the State may suspend the Grantee's funding under this Grant Agreement and the remaining grant funds will be de-obligated.

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

**23. Travel - MODIFIED.** No expenses for travel will be reimbursed unless specifically authorized by this Grant. If this Grant allows travel reimbursement, the Grantee's travel expenses will be reimbursed at the lesser of actual cost or the current rate being paid by the State. The Grantee's travel expenses can only be reimbursed in accordance with the most current State Travel Policies and Procedures.

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

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

**26. Criminal Background Verifications - ADDED.** The Grantee shall conduct criminal background verifications concerning any individual who has direct contact with members of a vulnerable population, including but not limited to employees, contractors, or volunteers. The Grantee must conduct these criminal background verifications prior to the initiation of the employment or contractual onset and (at a minimum) biennially. The State will examine criminal background verifications as part of its monitoring and compliance visits.

**27. 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:

1. Purpose of this Grant Agreement; Funding Source – MODIFIED
2. Representations and Warranties of the Grantee – MODIFIED
3. Implementation of and Reporting on the Project - MODIFIED
5. Grant Funding – MODIFIED
6. Payment of Claims – MODIFIED
7. Project Monitoring by the State – MODIFIED
9. Compliance with Laws – MODIFIED
12. Employment Eligibility Verification - MODIFIED
13. Governing Law – MODIFIED
17. Nondiscrimination - MODIFIED
21. Termination for Breach - MODIFIED
23. Travel – MODIFIED
24. Federal and State Third-Party Contract Provisions - MODIFIED
25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties – DELETED – NOT APPLICABLE
26. Criminal Background Verifications – ADDED
27. State Boilerplate Affirmation Clause – Renumbered.

### Non-Collusion, Acceptance

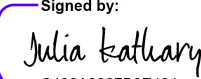
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, 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.

Albion Fellows Bacon Center Inc

Signed by:  
By:   
C488A8337B2E484...

Title: CEO

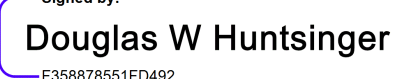
Date: 7/30/2026 | 10:03 EDT

Approved by:  
Indiana Department of Administration

By: \_\_\_\_\_ (for) By: \_\_\_\_\_ (for)  
Brandon Clifton, Commissioner Chad Ranney, Director

Date: \_\_\_\_\_

Indiana Criminal Justice Institute

Signed by:  
By:   
F358878551FD492...

Title: Executive Director

Date: 7/30/2026 | 14:51 EDT

Approved by:  
State Budget Agency

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

*Form approval has been granted by the  
Office of the Attorney General pursuant to  
IC 4-13-2-14.3(e) on July 24, 2026.*

FA 26-45

# Exhibit A

## 2026 Victims of Crime Act Formula Grant (VOCA)

Organization: Albion Fellows Bacon Center, Inc

VOCA-2026-00041

Version Date: 06/16/2026 12:59:34

### 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.

Albion will ensure that survivors of domestic violence, sexual assault, stalking, human trafficking and related crimes across southwestern Indiana have consistent access to safe shelter, trauma-informed advocacy, and comprehensive support services that promote safety, healing, and long-term stability.

**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.

**Objective 1:** By the end of the 24-month grant cycle, Survivor Services Advocates will provide at least 265 survivors with trauma-informed services including 24/7 crisis intervention, safety planning, emotional support, case management, emergency shelter services, mobile advocacy, and coordinated referrals, across the 11-county service region, ensuring immediate access to safety and comprehensive support.

**Objective 2:** By the end of the 24-month grant cycle, Survivor Services Advocates will provide legal and systems advocacy to at least 120 survivors, including assistance with protective orders, court accompaniment, safety planning, and coordination with law enforcement and courts.

**Objective 3:** By the end of the 24-month grant cycle, Albion will recruit, train, and retain at least 48 volunteers to support shelter operations, donation management, family engagement activities, and community outreach, increasing program capacity and allowing Survivor Services Advocates to focus on direct services.

**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.

**Outcome for Objective 1**

At least 85% of survivors who receive crisis intervention, emergency shelter, case management, or mobile advocacy services will report an increased sense of safety and knowledge of available options as measured through follow-up assessments, exit surveys, or advocate documentation.

**Outcome for Objective 2**

At least 90% of survivors who receive legal and systems advocacy will report feeling more confident navigating the legal system and will identify at least one new protective action or safety strategy (e.g., obtaining a protective order, understanding court processes, or developing a safety plan).

**Outcome for Objective 3**

At least 90% of volunteers recruited and trained during the grant cycle will demonstrate increased knowledge and confidence in supporting shelter operations, donation management, and outreach activities, as measured through post-training evaluations and monthly supervisor feedback.

06/16/2026

# Exhibit B

**2026 Victims of Crime Act Formula Grant (VOCA)**

Organization: Albion Fellows Bacon Center, Inc

VOCA-2026-00041

Version Date: 06/16/2026 12:59:34

**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><br>% | <u>Cost</u> |
|-------------------------|-------------|------------------|----------------------|----------------------|------------------------|-------------|
| <b>Personnel Total:</b> |             |                  |                      |                      |                        | <b>\$0</b>  |

**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><br>% | <u>Cost</u>        |
|--------------------------------------------------------|-------------|------------------|----------------------|--------------------|---------------------|------------------------|--------------------|
| Yr1 Oct. 2026-Sept. 2027 Mission Advancement Associate | Taelor Tuck | Grant            | Full-time            | \$21.63            | 2080                | 15%                    | \$6,748.56         |
| Yr2 Oct. 2027-Sept. 2028 Mission Advancement Associate | Taelor Tuck | Grant            | Full-time            | \$22.50            | 2080                | 15%                    | \$7,020.00         |
| <b>Personnel Total:</b>                                |             |                  |                      |                    |                     |                        | <b>\$13,768.56</b> |

**LAW ENFORCEMENT POOL**

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

**POOL**

| <u>Position</u>                                               | <u>Name</u>                                                                                       | <u>Fund Type</u> | <u>Total Expenditure</u> | <u>Percentage</u><br>% | <u>Cost</u>  |
|---------------------------------------------------------------|---------------------------------------------------------------------------------------------------|------------------|--------------------------|------------------------|--------------|
| Yr1 Oct. 2026-Sept. 2027 Full-Time Survivor Services Advocate | Shai'Aveyon Wing, John Kells, Heather Mauchline, Grace Blankenship, Chance Windham/Cass Wilkerson | Grant            | \$226,449.60             | 45%                    | \$101,902.32 |

06/16/2026

Page 12 of 22

**2026 Victims of Crime Act Formula Grant (VOCA)**

Organization: Albion Fellows Bacon Center, Inc

VOCA-2026-00041

Version Date: 06/16/2026 12:59:34

**Personnel**

|                                                                     |                                                                                                                           |       |              |     |              |
|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-------|--------------|-----|--------------|
| Yr2 Oct. 2027-Sept. 2028<br>Full-Time Survivor Services<br>Advocate | Shai'Aveyon<br>Wing, John<br>Kells, Heather<br>Mauchline,<br>Grace<br>Blankenship,<br>Chance<br>Windham/Cass<br>Wilkerson | Grant | \$234,145.60 | 45% | \$105,365.52 |
|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-------|--------------|-----|--------------|

**Personnel Total: \$207,267.84**

**VOLUNTEER**

| <u>Position</u> | <u>Name</u> | <u>Fund Type</u> | <u>Hourly Rate</u> | <u>No. of Hours</u> | <u>Percentage</u><br>% | <u>Cost</u> |
|-----------------|-------------|------------------|--------------------|---------------------|------------------------|-------------|
|-----------------|-------------|------------------|--------------------|---------------------|------------------------|-------------|

**Personnel Total: \$0**

**2026 Victims of Crime Act Formula Grant (VOCA)**

Organization: Albion Fellows Bacon Center, Inc

VOCA-2026-00041

Version Date: 06/16/2026 12:59:34

**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>        |
|---------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|----------------------|------------------|---------------------|------------------|------------------------|--------------------|
| Taelor Tuck                                                                                                               | Yr1 Oct.<br>2026-Sept.<br>2027 Mission<br>Advancement<br>Associate           | Full-time            | Grant            | Fringe Benefits     | 15%              | 12,599.45              | \$1,889.92         |
| Taelor Tuck                                                                                                               | Yr2 Oct.<br>2027-Sept.<br>2028 Mission<br>Advancement<br>Associate           | Full-time            | Grant            | Fringe Benefits     | 15%              | 13,653.65              | \$2,048.05         |
| Shai'Aveyon<br>Wing, John<br>Kells, Heather<br>Mauchline,<br>Grace<br>Blankenship,<br>Chance<br>Windham/Cass<br>Wilkerson | Yr1 Oct.<br>2026-Sept.<br>2027 Full-Time<br>Survivor<br>Services<br>Advocate | N/A                  | Grant            | Fringe Benefits     | 45%              | 63,111.79              | \$28,400.31        |
| Shai'Aveyon<br>Wing, John<br>Kells, Heather<br>Mauchline,<br>Grace<br>Blankenship,<br>Chance<br>Windham/Cass<br>Wilkerson | Yr2 Oct.<br>2027-Sept.<br>2028 Full-Time<br>Survivor<br>Services<br>Advocate | N/A                  | Grant            | Fringe Benefits     | 45%              | 68,279.39              | \$30,725.72        |
|                                                                                                                           |                                                                              |                      |                  |                     |                  |                        | <b>\$63,064.00</b> |

2026 Victims of Crime Act Formula Grant (VOCA)

Organization: Albion Fellows Bacon Center, Inc

VOCA-2026-00041

Version Date: 06/16/2026 12:59:34

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>        |
|--------------------------|------------------|---------------------|------------------------------------|-------------------|--------------------|
|                          |                  |                     |                                    | %                 |                    |
|                          |                  |                     | <b>Supplies Expenses - Total:</b>  |                   | <b>\$0</b>         |
|                          |                  |                     |                                    |                   |                    |
| <u>Operating Expense</u> | <u>Fund Type</u> |                     | <u>Amount</u>                      | <u>Percentage</u> | <u>Cost</u>        |
| Yr. 1 In-Kind Donations  | Match            |                     | \$34,735.28                        | 100%              | \$34,735.28        |
| Yr. 2 In-Kind Donations  | Match            |                     | \$36,289.82                        | 100%              | \$36,289.82        |
|                          |                  |                     | <b>Operating Expenses - Total:</b> |                   | <b>\$71,025.10</b> |

2026 Victims of Crime Act Formula Grant (VOCA)

Organization: Albion Fellows Bacon Center, Inc

VOCA-2026-00041

Version Date: 06/16/2026 12:59:34

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?

06/16/2026

**2026 Victims of Crime Act Formula Grant (VOCA)**

Organization: Albion Fellows Bacon Center, Inc

VOCA-2026-00041

Version Date: 06/16/2026 12:59:34

**Budget Summary**

**TOTAL BUDGET BY CATEGORY**

| <u>Budget Category</u>        | <u>Amount</u> |
|-------------------------------|---------------|
| Personnel                     | \$221,036.40  |
| Employee Benefits             | \$63,064.00   |
| Travel (Including Training)   | \$0           |
| Equipment                     |               |
| Supplies & Operating Expenses | \$71,025.10   |
| Consultants and Contractors   |               |
| Total                         | \$355,125.50  |

**TOTAL BUDGET BY FUND SOURCE**

| <u>Fund Source</u> | <u>Amount</u> | <u>Percent</u> |
|--------------------|---------------|----------------|
| Grant              | \$284,100.40  | 80.00%         |
| Match              | \$71,025.10   | 20.00%         |
| Total              | \$355,125.50  | 100.00%        |

**PROGRAM INCOME**

|                        |                |
|------------------------|----------------|
| Program Income         |                |
| Approved Award Amount: | \$284,100.40   |
| Program/Grant Manager: | Amanda Cushing |

06/16/2026

# **EXHIBIT C**

## **Exhibit C**

### **VOCA 2025 Special Conditions**

#### **1. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2023, 2024, 2025)**

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various general provisions in the Consolidated Appropriations Act, 2023, 2024, 2025 and are set out at

<https://www.ojp.gov/award-condition-general-appropriations-law-restrictions-use-federal-award-funds-fy-2023>

<https://www.ojp.gov/award-condition-general-appropriations-law-restrictions-use-federal-award-funds-fy-2024>

<https://www.ojp.gov/funding/Explore/FY25AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

#### **2. 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 website at <http://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.

**3. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department of Justice to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment to the U.S. Constitution and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary 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. In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, see "Nondiscrimination provisions and the Religious Freedom Restoration Act," accessible at <https://www.ojp.gov/funding/explore/legaloverview2025/civilrightsrequirements>.

4. The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

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

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

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

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

Failure to comply with 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.

#### **6. 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 subrecipient 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.

#### **7. 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 the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the “Part 200 Uniform Requirements”), including, without limitation, the provisions regarding termination in 2 C.F.R. 200.340, apply to this award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 24, 2014. If this FY 2023 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2023 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards (“subgrants”), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

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 three (3) years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies – and to which the recipient (and any subrecipient (“subgrantee”) at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

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.

#### **8. Reporting potential fraud, waste, and abuse, and similar misconduct**

The recipient, and any subrecipients (“subgrantees”) at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this

award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by — (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

#### **9. 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 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.

#### **10. 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”).

#### **11. 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.

## **12. Compliance with 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.

## **13. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42**

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f), which contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

## **14. 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, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual’s employment status.

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.

## **15. 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.

#### **16. 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 reasonable, 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](https://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](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

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

#### **17. 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.

**18. 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.

**19. 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 subcontracted 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 the 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.

## **20. OJP Training Guiding Principles**

Any training or training materials that the recipient – or any subrecipient (“subgrantee”) at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

## **21. 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 website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific

post-award approval required to use a noncompetitive approach in a procurement contract (if the contract would exceed \$250,000)) and are incorporated by reference here.

## **22. Requirement to report potentially duplicative funding**

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the State in writing of the potential duplication, and, if so requested by the State, must seek a budget-modification or change-of-project-scope project modification request (PMR) to eliminate any inappropriate duplication of funding.

## **23. 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.

## **24. Potential imposition of additional requirements**

The recipient or any subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

## **25. Requirement to report actual or imminent breach of personally identifiable information (PII)**

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

## **26. Requirements related to System for Award Management and Unique Entity Identifiers**

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards (“subgrants”) to first-tier subrecipients (first-tier “subgrantees”), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient’s obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements) and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## **27. 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 otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any 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 (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to

contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

**28. All subawards (“subgrants”) must have specific federal authorization**

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a “subaward” (and therefore does not consider a procurement “contract”).

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards (“subgrants”) must have specific federal authorization) and are incorporated by reference here.

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

The recipient, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54 which relates to nondiscrimination on the basis of sex in certain “education programs.”

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

**30. VOCA Requirements**

The recipient assures that the State and its subrecipients will comply with the condition of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim’s assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

**31. FFATA reporting: Subawards and executive compensation**

The recipient, and any subrecipient ("subgrantee"), 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 compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are set forth in 2 C.F.R. part 170, Appendix A ("Award Term") and are incorporated by reference 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).

Note: In early March 2025, the reporting system that had been used for subaward reporting, the FFATA (Federal Funding Accountability and Transparency Act) Subaward Reporting System (FSRS) was retired and functionality moved to SAM.gov. For more information, including steps on how to connect your FSRS account to SAM.gov, visit <https://sam.gov/fsrs>.

### **32. Discrimination Findings**

The recipient and any subrecipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient and any subrecipient of victim assistance formula funds under this award, the recipient and any subrecipient will forward a copy of the findings to the Office for Civil Rights of OJP.

### **33. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions**

The recipient's monitoring responsibilities include monitoring of subrecipient 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](mailto: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.

**34. 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 proceeds to the federal designated integrity and performance system (currently, “FAPIIS”) within SAM are posted on the OJP website 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.

**35. Meaningful access requirement for individuals with limited English proficiency**

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

# **EXHIBIT D**

## **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.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](mailto:notforprofit@sboa.in.gov) email address.
2. A tutorial on completing Form E-1 online is available at [https://www.youtube.com/watch?time\\_continue=87&v=nPpgtPcdUcs](https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs)

Based on the level of government financial assistance received, an audit may be required by IC 5-1