



MONROE COUNTY COUNCIL

Monroe County Courthouse, Room 306
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-7312
CouncilOffice@co.monroe.in.us

Jennifer Crossley, President
Peter Iversen, President Pro Tempore
Trent Deckard
Liz Feitl
Marty Hawk
David G. Henry
Kate Wiltz

COUNTY COUNCIL MEETING AGENDA Tuesday, September 22nd, 2026, at 5:00 PM Nat U. Hill Meeting Room and Teams Connection

[Join the meeting now](#)

Meeting ID: 252 744 620 986 20

Passcode: yz2rs9y3

- The public's video feed will be turned off by the meeting administrator.
- The public will be able to listen and record.
- The public should raise their hand if they wish to speak during the public comment period.
- Discussion and presentation items are not eligible for public comment.
- Recess may be called when deemed appropriate and/or necessary.

"Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact the Monroe County Title VI Coordinator, Seth Elgar, (812) 349-7313, selgar@co.monroe.in.us, as soon as possible, but no later than forty-eight (48) hours before the scheduled event. Individuals requiring special language services should, if possible, contact the Monroe County Title VI Coordinator at least seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public."

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ADOPTION OF AGENDA

4. PUBLIC COMMENT – items NOT on the agenda (limited to 3 minutes per speaker)

5. DEPARTMENT UPDATES– items NOT on the agenda (limited to 10 minutes per department)

- A. **AUDITOR'S OFFICE, Brianne Gregory**
Request Approval of an In-House Transfer
American Rescue Plan Act Fund, 8950-0000
FROM:
36714 ARPA Program Support \$1,500
TO:
36710 ARPA Septic Assistance \$1,500

The need for additional electrical work is required to complete an ARPA identified septic system. The work is scheduled to be completed September 30th, 2026. An in-house transfer of \$1,500 is needed to complete the septic installation.

6. **CONSENT AGENDA ITEMS**

A. **HIGHWAY DEPARTMENT, Lisa Ridge**
Request Approval of a Category Transfer
Motor Vehicle Highway, 1176-0000

Pg. 7

FROM:

33008 Other Insurance (Non-Health) \$10,000

TO:

20700 Supply Maint/Rep-Equipment \$ 5,000

24207 Supply Maint/Rep-Bldg/Ground \$ 5,000

TOTAL \$10,000

Fund Cash Balance as of 9/18/2026 = \$1,335,743.10

Remaining Balance Available = \$(142,293.96)

The department is requesting to transfer between categories to cover additional expenses in the supply lines for daily operations at the highway garage.

B. **HIGHWAY DEPARTMENT, Lisa Ridge**
Request Approval of a Category Transfer
Local Road and Street, 1169-0000

Pg. 9

FROM:

24202 Gas Oil Lubricants \$125,000

31255 Sample Road \$ 10,000

TOTAL \$135,000

TO:

35350 Infrastructure \$125,000

40001 Equipment \$10,000

TOTAL \$135,000

Fund Cash Balance as of 9/18/2026 = \$1,575,241.69

Remaining Balance Available = \$657,605.07

The department is requesting to transfer funds from the services category to the capital category to purchase a Welder Generator to replace our 25-year-old welder on our service truck. The department is also requesting to transfer from the supply category to the services category for additional paving projects in 2026.

7. **HIRING FREEZE REVIEW**

A. **TECHNICAL SERVICES DEPARTMENT, Greg Crohn**
Request Approval to Fill a Vacancy During the Hiring Freeze
County General-TSD, 1000-0106

Pg. 11

17801 Support Technician Part-Time 2 Positions

The Department is requesting approval to fill two (2) vacant part-time support technician positions. The TSD part-time positions are largely responsible for daytime and nighttime virtual meeting coverage. When not covering meetings, they carry out support tickets and build/deploy new hardware to the County users just like the FTE. The individual that was hired for the part-time position approved by

Council in February of this year, was promoted to the full-time Helpdesk Support technician position that was approved this past July. The second vacancy was held by a student who has graduated and is moving away from the area. Funding for the position is already allocated to my PT payline (1000-17801-0106) and will not require additional funding to satisfy.

B. HEALTH DEPARTMENT, Dr. Sarah Ryterband
Request Approval to Fill a Vacancy During the Hiring Freeze

Pg. 13

Local Health Dept Trust Account, 1206-0000

10178 Maternal Child Health Coordinator 35 Hours PAT A Non-Exempt

The Health Department is requesting approval to fill the vacancy of the Maternal Child Health Coordinator. Since the creation of this position in August 2024 the Maternal Child Health Coordinator has provided 2,407 maternal child health services as of June 30, 2026. Monroe County Health Department's maternal and child health programs are addressing identified community needs through direct prenatal, postpartum, tobacco-cessation, nutrition, safe-sleep, and injury prevention services.

C. HEALTH DEPARTMENT, Dr. Sarah Ryterband
Request Approval to Fill a Vacancy During the Hiring Freeze

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Local Public Health Services (HFI), 1161-9625

10102 Health Administrator 40 Hours EXE A Exempt

The Health Department is requesting approval to fill the vacancy of the Health Administrator position.

8. COUNCIL BUSINESS

A. CLERK'S OFFICE, Tanner Branham and Kylie Farris
Request Approval for the Creation of New Account Lines and Simultaneously Approve Additional Appropriations

Pg. 20

Election Fund-Election Board, 1215-0062

17101	Overtime	\$ 13,000	
17508	Absentee Boards-Counters	\$ 3,000	
17509	Absentee Workers B	\$ 8,500	
17512	Absentee Board-Couriers	\$ 550	
20001	Office Supplies	\$ 10,000	<i>New Account Line</i>
22002	Machine, Precinct Etc	\$ 7,000	<i>New Account Line</i>
22003	Precinct Setup Supplies	\$ 8,500	<i>New Account Line</i>
30006	Contractual Services	\$172,500	
30028	Training/Travel	\$ 5,500	
31650	Voting Machine Custo (Ed & Sat)	\$ 10,000	
32001	Meals	\$ 10,000	
32005	Legal Notices	\$ 450	
32006	Ballots	\$ 75,000	

TOTAL \$324,000

Fund Cash Balance as of 9/18/2026 = \$1,401,511.48

Remaining Balance Available = \$804,155.58

Per the direction of the Monroe County Council, the Monroe County Clerk is returning to request additional appropriation in the amount of \$324,000 for the purpose of funding the 2026 midterm

(non-presidential) General Election. These additional appropriations will ensure that Monroe County will be able to accommodate the higher-than-expected voter turnout for Early Voting and Election Day. The Monroe County Clerk is also requesting the creation of 3 new account lines. This is at the direction of the Monroe County Commissioners to accommodate appropriations for election supplies that had previously been funded out of lines that fall within the EDIT plan.

B. PROSECUTOR'S OFFICE, Erika Oliphant and Beth Hamlin

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Request Approval of an Additional Appropriation

High-Tech Crimes Unit Fund, 9159-9626

30042 Technical Services \$1,300.98

Fund Cash Balance as of 9/18/2026 = \$82,776.03

Remaining Balance Available = \$0

This is a request to appropriate additional funding received by the High-Tech Crime Unit. The source of this funding is a grant from the Indiana Prosecuting Attorneys Council and is in the amount of \$1300.98. The Monroe County Regional High-Tech Crime Unit is overseen by Monroe County Prosecutor Erika Oliphant, directed by Levi Minnick, and covers 11-area counties (Monroe, Bartholomew, Brown, Greene, Jackson, Lawrence, Marion, Morgan, Orange, Owen, and Washington). The HTC Unit forensically processes computer related materials to obtain evidence in criminal cases in the 11-county area.

C. PROSECUTOR'S OFFICE, Erika Oliphant and Beth Hamlin

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Request Approval for the Creation of New Account Lines and Simultaneously Approve Additional Appropriations

VOCA Grant 16.575, 8121-9628

13004 Victim Assistance Director \$ 40,211.14 *New Account Line*

13005 Victim Assistant \$ 35,979.38 *New Account Line*

13024 Victim Assistant \$ 35,979.38 *New Account Line*

13032 Victim Assistant \$ 32,824.27 *New Account Line*

TOTAL \$144,994.17

Fund Cash Balance as of 9/18/2026 = \$0

Remaining Balance Available = \$(23,855.21)

This is a request to appropriate newly awarded VOCA grant funds (VOCA-2026-00065) in the amount of \$144,944.17 as well as to create a new location number (9628) to reflect and track the new award. This is a two-year award, and this appropriation is for both years. The grant will cover funding from 10/1/26 - 9/30/28. This VOCA grant pays a portion of four (4) VA positions. The funding originates from the federal Office of Victims of Crime and is passed through the Indiana Criminal Justice Institute. It is a reimbursable grant and requires a match in the amount of \$36,242.51 which is met with salaries paid from the County General fund.

D. YOUTH SERVICES BUREAU, Melanie Vehslage and Sara Jamieson

Pg. 67

Request Approval of an Additional Appropriation

Donations-BTCC, 4111-0000

30028 Training/Travel \$3,800

Fund Cash Balance as of 9/18/2026 = \$26,475.37

Remaining Balance Available = \$7,926.54

Youth Services Bureau (YSB) received a total of \$3,800 in sponsorships to support the Monroe County Childhood Conditions (MC3) Summit. MC3 is scheduled for November 16, 2026. The contributions include IU School of Public Health-\$800; United Health-\$1,000; Care Source-\$500; Southern Indiana Exchange Club-\$500; Ivy Tech-\$250; Farrington Specialty Center-\$250; and City of Bloomington-\$500.

E. YOUTH SERVICES BUREAU, Melanie Vehslage and Sara Jamieson

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Request Approval of a De-Appropriation

Project Safe Place, 9103-9628

30058 Outreach \$950

Fund Cash Balance as of 9/18/2026 = \$29,975.30

Remaining Balance Available = \$(9,077.37)

Indiana Youth Services Association (IYSA) has amended the 1504 Safe Place grant award for the period of July 1, 2026 through June 30, 2028. The amended award provides funding of \$8,930 for FY2027 and \$9,830 for FY2028, contingent upon DCS funding remaining at the current level. The amended contract was approved by the Commissioners on August 20, 2026. The original contract provided funding of \$9,880 for each fiscal year. To reflect the revised FY2027 grant award, YSB is requesting approval to de-appropriate \$950 from the FY2027 appropriation.

F. YOUTH SERVICES BUREAU, Melanie Vehslage and Sara Jamieson

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Request Approval for the Creation of New Account Lines and Simultaneously Approve Additional Appropriations

Runaway & Homeless 93.623, 8120-9628

11120	Counselor	\$ 51,531	New Account Line
11150	Safe Place & YSB Outreach Mgr	\$ 56,712	New Account Line
17601	Longevity	\$ 400	New Account Line
18001	FT Self Insurance	\$ 31,725	New Account Line
18101	FICA	\$ 8,280	New Account Line
18201	PERF	\$ 15,370	New Account Line
20006	Safe Place Materials	\$ 3,129	New Account Line
20210	Program Supplies	\$ 2,250	New Account Line
30013	Professional Services	\$ 8,650	New Account Line
30028	Training/Travel	\$ 2,825	New Account Line
31229	Agency Membership Fee	\$ 1,220	New Account Line

TOTAL \$182,092

Fund Cash Balance as of 9/18/2026 = \$(7,850.99)

Remaining Balance Available = \$(26,113.14)

Requesting approval and appropriation for the continuation of the existing Runaway and Homeless Youth Grant through the U.S. Department of Health and Human Services. This is Year 3 of a three-year grant, covering September 30, 2026 – September 29, 2027, in the amount of \$182,092. The grant supports: 80% of a full-time Counselor's salary, the Safe Place and YSB Outreach Manager's salary, stipends for office supplies and training, software maintenance fees, staff retreat, operational costs for the Safe Place Program, which serves Monroe, Owen, Brown, and Greene Counties. The 3-year grant was ratified by the Commissioners on October 2, 2024, with the signed continuation assurances received July 20, 2026. Council approval is requested to accept the grant and appropriate funds for the FY 2026–2027 term.

- G. COUNCIL OFFICE, Molly Turner-King
Request to Approve Ordinance 2026-28 the Recorder's Sworn Statement
- H. COUNCIL OFFICE, Molly Turner-King
Discussion Regarding the Financial Solutions Group (FSG) Contract Amendment
- I. COUNCIL OFFICE, Molly Turner-King
Request to Approve Resolution 2026-29 the 2027 Target Fund Balance Resolution

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This item was tabled from the September 8, 2026, Council Meeting.

Financial Solutions Group (FSG) recommends the County Council annually review and reaffirm Target Cash Fund Balances.

9. PRESENTATIONS/DISCUSSIONS

- A. Discussion Regarding the 2026 G.O. Bond with Board of Commissioners
- B. Discussion Regarding the 2027 LIT-Economic Development Budget with Board of Commissioners

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10. COUNCILOR LIAISON UPDATES AND COMMENTS

11. ADJOURNMENT



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:
COUNCILREQUESTS@CO.MONROE.IN.US

Department: Highway Presenter: Lisa Ridge

REQUESTED Meeting Date: 9/22/2026

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)

☐

Creation of New Account Line(s) (pg. 2)

☐

Additional Appropriation(s) (pg.2)

☒

Category Transfer(s) (pg.3)

☐

Fund to Fund Transfer (pg.4)

☐

De-Appropriation of Account Line(s) (pg.5)

☐

Salary Ordinance Amendment(s) (pg.6 and/or 7)

☐

Other (Specify): _____

Was the Council Liaison notified prior to submitting the agenda request?

Per Resolution 2024-14, do you approve the request being placed in the Consent Agenda Section? Yes

NARRATIVE: (Provide a brief explanation for the request.)

The department is requesting to transfer between categories to cover additional expenses in the supply lines for daily operations at the highway garage.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.

REQUEST FOR A CATEGORY TRANSFER OF APPROPRIATION(S)

Have you completed all possible in-house transfers PRIOR to making this request?

Department: Highway

Fund Name: Motor Vehicle Highway

Fund Number: 1176 Location Number: 0000

TRANSFER FROM:

Account Number:	Account Description:	Amount Requested:
<u>33008</u>	<u>Other Insurance (non-health)</u>	<u>\$ 10,000.00</u>
<u> </u>	<u> </u>	<u> </u>
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GRAND TOTALS MUST MATCH.		GRAND TOTAL: <u>\$ 10,000.00</u>

TRANSFER TO:

Account Number:	Account Description:	Amount Requested:
<u>24207</u>	<u>Supply Maint/Rep-Bldg/Ground</u>	<u>\$ 5,000.00</u>
<u>20700</u>	<u>Supply Maint/Rep-Equipment</u>	<u>\$ 5,000.00</u>
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GRAND TOTALS MUST MATCH.		GRAND TOTAL: <u>\$ 10,000.00</u>



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:
COUNCILREQUESTS@CO.MONROE.IN.US

Department: 9/10/2026

Presenter: Lisa Ridge

REQUESTED Meeting Date: 9/22/2026

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)

☐

Creation of New Account Line(s) (pg. 2)

☐

Additional Appropriation(s) (pg.2)

☒

Category Transfer(s) (pg.3)

☐

Fund to Fund Transfer (pg.4)

☐

De-Appropriation of Account Line(s) (pg.5)

☐

Salary Ordinance Amendment(s) (pg.6 and/or 7)

☐

Other (Specify):

Was the Council Liaison notified prior to submitting the agenda request?

Per Resolution 2024-14, do you approve the request being placed in the Consent Agenda Section? Yes

NARRATIVE: (Provide a brief explanation for the request.)

The department is requesting to transfer funds from the services category to the capital category to purchase a Welder Generator to replace our 25 year old welder on our service truck.

The department is also requesting to transfer from the supply category to the services category for additional paving projects in 2026.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.

REQUEST FOR A CATEGORY TRANSFER OF APPROPRIATION(S)

Have you completed all possible in-house transfers PRIOR to making this request?

Department: 9/10/2026

Fund Name: Local Road and Street

Fund Number: 1169

Location Number: 0000

TRANSFER FROM:

Account Number:	Account Description:	Amount Requested:
<u>31255</u>	<u>Sample Road</u>	<u>\$ 10,000.00</u>
<u>24202</u>	<u>Gas Oil Lubricants</u>	<u>\$ 125,000.00</u>
<u> </u>	<u> </u>	<u> </u>
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GRAND TOTALS MUST MATCH.		GRAND TOTAL: <u>\$ 135,000.00</u>

TRANSFER TO:

Account Number:	Account Description:	Amount Requested:
<u>40001</u>	<u>Equipment</u>	<u>\$ 10,000.00</u>
<u>35350</u>	<u>Infrastructure</u>	<u>\$ 125,000.00</u>
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GRAND TOTALS MUST MATCH.		GRAND TOTAL: <u>\$ 135,000.00</u>



PRELIMINARY HIRING FREEZE REQUEST FORM

Forward completed form to the [Council Meeting Request](#) email group

*Upon receipt of this form a confirmation meeting date and **Fiscal Impact Report** will be forwarded for completion.*

Today's Date: September 4, 2026 Department: Technical Services

Presenter(s): Greg Crohn

Position Title: Support Technician Status: Permanent Part-Time

If Part-Time, total number of part-time positions to be filled? 2 *If multiple part-time titles, complete page 2.*

Classification: Permanent Part-Time Level: N/A

Current Step-Increase Level / Hourly Rate: PT Hourly / \$20.00 Hours per Week: Other-Explain Below

Explain Other: 15 hrs weekly per position

Fund-Account-Location Number: 1000 / 17801 / 0106 *If position has a Split Fund, complete page 2.*

BRIEF REQUEST NARRATIVE:

The Technical Services Department is requesting approval to fill two vacant part-time support technician positions. The TSD part-time positions are largely responsible for daytime and nighttime virtual meeting coverage. When not covering meetings, they carry out support tickets and build/deploy new hardware to the County users just like the FTE.

The individual that was hired for the part-time position approved by Council in February of this year, was promoted to the full-time helpdesk support technician position that was approved this past July. The second vacancy was held by a student who has graduated and is moving away from the area.

Funding for the position is already allocated to my PT payline (1000.17801.000.0106) and will not require additional funding to satisfy.

POSITION INFORMATION:

- When will this Position be vacated? 7/22/2026
- Requested effective date for Position to be filled. 9/29/2026
- If not Permanent Part-Time, what is the duration timeline for this position? _____
- Do you anticipate a period of cross-training? ☐ Yes ☒ No *If Yes, how long?* _____
- Is this a grant funded position? ☐ Yes ☒ No
- Does the grant cover Self-Insurance? ☐ Yes ☐ No *If No, what fund will cover this expense?* _____
- Fund Name: _____ Fund Number: _____
- Have you attempted to distribute these duties among **current** office personnel? ☒ Yes ☐ No
- Could you utilize part-time personnel to cover these duties? ☒ Yes ☐ No
- Do you have a part-time hourly line in your budget? ☒ Yes ☐ No
- Do you have a part-time hourly line in the Salary Ordinance? ☒ Yes ☐ No
- Can an In-House or a Category Transfer supply the appropriation, if needed? ☐ Yes ☒ No

ESTIMATED FISCAL IMPACT- Hiring Freeze Request - Part-Time

Calendar Year: **2026**

ACCOUNT LINES

Complete at least the ORANGE blanks!

FICA: 7.65%

18101

Department: Technical Services

TOTAL Number of PT Positions Requested: 2

FUND CASH BALANCE: \$54,625

As of Date: September 4, 2026

Fund Name & Number: County General 1000

If split, complete next line.

Split Name & Number: _____

Split Percentage: _____

Position Title: Part Time Support Technician

FLSA Status: Part-Time

Current Weekly Hours:		30		Effective Date:
Account Line:		17801		September 21, 2026
Hourly Base Rate:	\$0.00 Current	\$20.00 <i>Requested</i>	ESTIMATED	Remaining Pays: 6
			Total Annual Fiscal Impact	Effective Date Fiscal Impact
Salary:	\$ -	\$ 31,200	\$ 31,200	\$ 7,200
FICA:	\$ -	\$ 2,387	\$ 2,387	\$ 551
TOTALS	\$ -	\$ 33,587	\$ 33,587	\$ 7,751

The above fiscal impact total is based on a full year of service. The final amount will be pro-rated pending Council's approval of effective date.

Does the above account line currently exist in the Salary Ordinance **YES** (Yes or No)



PRELIMINARY HIRING FREEZE REQUEST FORM

Forward completed form to the [Council Meeting Request](#) email group

*Upon receipt of this form a confirmation meeting date and **Fiscal Impact Report** will be forwarded for completion.*

Today's Date: September 1, 2026 Department: Health

Presenter(s): Lori Kelley

Position Title: Maternal Child Health Coordinator Status: Full-Time

If Part-Time, total number of part-time positions to be filled? 1 *If multiple part-time titles, complete page 2.*

Classification: PAT Level: A

Current Step-Increase Level / Hourly Rate: 1-Year / \$27.56 Hours per Week: Hours per Week

Explain Other: _____

Fund-Account-Location Number: 1206 / 10178 / 0000 *If position has a Split Fund, complete page 2.*

BRIEF REQUEST NARRATIVE:

The Health Department is requesting approval to fill the vacancy of the Maternal Child Health Coordinator. Since the creation of this position in August 2024 the Maternal Child Health Coordinator has provided 2,407 maternal child health services as of June 30, 2026. Monroe County Health Department's maternal and child health programs are addressing identified community needs through direct prenatal, postpartum, tobacco-cessation, nutrition, safe-sleep, and injury prevention services.

POSITION INFORMATION:

- When will this Position be vacated? 9/11/2026
 - Requested effective date for Position to be filled. 9/14/2026
 - If not Permanent Part-Time, what is the duration timeline for this position? full-time permanent
 - Do you anticipate a period of cross-training? ☐ Yes ☒ No *If Yes, how long?* _____
 - Is this a grant funded position? ☐ Yes ☒ No
 - Does the grant cover Self-Insurance? ☐ Yes ☐ No *If No, what fund will cover this expense?* _____
- Fund Name: _____ Fund Number: _____
- Have you attempted to distribute these duties among **current** office personnel? ☒ Yes ☐ No
 - Could you utilize part-time personnel to cover these duties? ☐ Yes ☒ No
 - Do you have a part-time hourly line in your budget? ☐ Yes ☐ No
 - Do you have a part-time hourly line in the Salary Ordinance? ☐ Yes ☐ No
 - Can an In-House or a Category Transfer supply the appropriation, if needed? ☒ Yes ☐ No

ESTIMATED FISCAL IMPACT - HIRING FREEZE REQUEST

Calendar Year: **2026**

ACCOUNT LINES

FT Insurance: \$16,500 **18001**
 FICA: 7.65% **18101**
 PERF: 14.20% **18201**
 Longevity: *Varies **17601**

*As of 11/1/2023 New Hires are not eligible for Longevity Pay

Department: Health

Position #1

FUND CASH BALANCE: **56,194.68**

As of Date: September 1, 2026

Fund Name & Number: Local Hlth Dept Trust Acct 1206

If split, complete next line.

Split Name & Number: _____

Split Percentage: _____

Position Title: Maternal & Child Health Coord

FLSA Status: Non-Exempt

Current Weekly Hours:	35	35		Effective Date:
Account Line:	10178	10178		September 7, 2026
Hourly Base Rate:	\$27.56 Current	\$26.11 <i>Requested</i>	ESTIMATED	Remaining Pays: 7
Classification:	PAT A	PAT A	Total Annual	Effective Date
Step Level:	1 - year step	Min.	Fiscal Impact	Fiscal Impact
Salary:	\$ 50,160	\$ 47,521	\$ (2,639)	\$ (711)
Insurance:	\$ 16,500	\$ 16,500	\$ -	\$ -
FICA:	\$ 3,838	\$ 3,636	\$ (202)	\$ (55)
PERF:	\$ 7,123	\$ 6,748	\$ (375)	\$ (101)
Longevity:			\$ -	\$ -
TOTALS	\$ 77,621	\$ 74,405	\$ (3,216)	\$ (867)

*See below

The above fiscal impact total is based on a full year of service. The final amount will be pro-rated pending Council's approval of effective date.

*Insurance formula = Insurance is divided by 12 and then multiplied by the number of **remaining** months (when applicable).

Does the above account line currently exist in the Salary Ordinance Yes (Yes or No)

The Monroe County Health Department Maternal Child Health Coordinator (MCH Coordinator) addresses the needs of families in Monroe County by identifying systemic gaps and barriers to resources. The MCH Coordinator remains at the forefront of advocacy and care, serving as an active member of the Monroe County Fetal and Infant Mortality Review (FIMR) Board and the Growing Healthy Families Coalition, which are groups of healthcare providers and public health professionals in the community who specialize in fetal, infant, child, and adolescent health.

Trauma and Injury Prevention

In 2025, drowning was the 4th leading cause of injury resulting in accidental death in Monroe County. In response to accidental drowning deaths and water safety, the MCH Coordinator developed a comprehensive water safety program for families with young children. 125 Health First Indiana funded safety kits were distributed throughout Monroe County in 2025. Safety kits included life jackets, SPF 50, goggles, Water Watcher lanyards, safety whistles, checklists, first-aid kits, and educational resources.

The Maternal Child Health Coordinator provides families with individual safe sleep educational opportunities. This allows families and caregivers the opportunity to schedule personalized education on the American Academy of Pediatrics (AAP) recommendations for safe sleep, ensuring infants sleep alone, on their back, and in a crib. Two community safe sleep events were hosted in 2025. These events provided families and caregivers an opportunity to engage with safe sleep education in a group setting outside of individual education. Through these combined efforts in 2025, the MCH Coordinator distributed 21 portable cribs to families in need, ensuring that infants under one year of age had a dedicated, safe space to sleep regardless of their family's financial circumstances. From November 2024 to August 2026, 122 people have received safe sleep education.

Following the Maternal Child Health Coordinator's certification as a Child Passenger Safety Technician (CPST) in November 2024, the MCH Coordinator has provided car seat inspections to ensure children travel in age appropriate restraints. These inspections help empower parents and caregivers by providing personalized, hands-on education and the confidence needed to correctly install their own car seats. Between November 2024 and June 2026, 59 car safety seats have been provided through Health First Indiana funding. The Health Department remains committed to expanding the reach of this program to ensure car seat safety remains a foundational pillar of our Maternal Child Health services.

Maternal Child Health

The MCH Coordinator partners with Purdue Extension to provide Bump to Baby and Growing Healthy Together nutritional education. The Bump to Baby program provides nutritional interventions for pregnant and postpartum women, with a curriculum focused on maternal recovery and infant brain development. Participants engage in live cooking demonstrations and apply concepts to create balanced meals. To bridge the gap between the classroom and home,

meal kits are provided to participants that include fresh ingredients, food journals, and postpartum-friendly cookbooks. The Growing Healthy Together program was designed to introduce young children to healthy eating while equipping caregivers with strategies to reduce mealtime stress. Involving children directly in the cooking demonstrations provides a hands-on environment where families learn to prepare nutritious meals together. Families receive children-friendly cookbooks, bento boxes, educational handouts, and books to encourage healthy eating.

The Monroe County Health Department is partnered with The Milk Bank (TMB) as a distribution center for donor human milk. The MCH Coordinator leads this program, which has seen early success of 154 bottles of donor breast milk distributions between April 2026 and August 2026.

The MCH Coordinator provides evidence-based counseling services for tobacco and vaping cessation through the Quit for Two program. This free program uses harm reduction strategies to assist pregnant women who smoke or vape in their cessation journey. Participants learn about the impacts of tobacco, how to manage triggers, and work with the MCH Coordinator to develop individualized quit plans.

The Health Administrator, MCH Coordinator, and Population Health & Outreach Manager recently developed the DAISIES program, which was designed specifically to address identified gaps in existing maternal and infant services, with a focus on families in low resource communities with eligibility restrictions, geographic barriers, timing limitations, or exceeding thresholds required for other home-based visiting services. The DAISIES program aims to serve pregnant individuals, postpartum caregivers, infants, and families with children from birth to three who are experiencing risk factors associated with poor maternal and infant health outcomes. DAISIES uses the evidence-based Growing Great Kids (GGK) curriculum to ensure consistent care and education on developmental guidance, maternal health support, and care coordination focused on improving family relationships and long-term health outcomes. Implementation of the program depends on approval to fill the vacancy on the MCH Coordinator, and support for additional personnel in the near future.

The Monroe County Health Department is focused on decreasing the preterm birth rate in Monroe County from 9.3% (2023) to 8.5% by the end of 2027. According to data provided by the Indiana Department of Health, the preterm birth rate in Monroe County increased in 2024 to 10.5%, demonstrating a clear need for continued focus on maternal and child health programs. Additionally, the department is focused on decreasing smoking during pregnancy in Monroe County from 6.8% (2022) to 6.0% by the end of 2026. Monroe County has seen success in decreasing the rate of smoking during pregnancy from 9.2% (2021) to 6.2% (2024).

For Monroe County, where improving maternal child health remains a community priority, the MCH Coordinator represents an upstream investment in prevention and improved health outcomes.

Maternal & Child Health

Individuals Provided Prenatal Services	203
Prenatal Vitamins	140
Nutrition Education	7
Mental Health/Substance Use Disorder Services	21
Individuals Referred to Prenatal Health/Substance Use Disorder Services	7
Individuals Provided Postpartum Services	9
Child Car Safety Seats Provided	42
Car Safety Seat Inspections Provided	26
Individuals Provided Sleep Sacks	378
Cribs Provided	12
Period Products Distributed	3
Referrals to Housing Supports or Resources	1
Families Referred to Insurance Navigator or Medicaid	2
Individuals Provided Contraceptive Education	649

Monroe County Health Department Annual Report. (2025).



PRELIMINARY HIRING FREEZE REQUEST FORM

Forward completed form to the [Council Meeting Request](#) email group

*Upon receipt of this form a confirmation meeting date and **Fiscal Impact Report** will be forwarded for completion.*

Today's Date: 09/15/2026 Department: Health

Presenter(s): Dr. Sarah Ryterband

Position Title: Health Administrator Status: Full-Time

If Part-Time, total number of part-time positions to be filled? _____ *If multiple part-time titles, complete page 2.*

Classification: Executive Level: A

Current Step-Increase Level / Hourly Rate: Minimum / 37.25 Hours per Week: 40

Explain Other: _____

Fund-Account-Location Number: 1161 / 10102 / 9625 *If position has a Split Fund, complete page 2.*

BRIEF REQUEST NARRATIVE:

The Health Department is requesting approval to fill the vacancy of the Health Administrator position.

POSITION INFORMATION:

- When will this Position be vacated? 9/11/2026
- Requested effective date for Position to be filled. 9/23/2026
- If not Permanent Part-Time, what is the duration timeline for this position? Full-Time Permanent
- Do you anticipate a period of cross-training? ☐ Yes ☒ No *If Yes, how long?* _____
- Is this a grant funded position? ☐ Yes ☒ No
- Does the grant cover Self-Insurance? ☐ Yes ☐ No *If No, what fund will cover this expense?* _____
- Fund Name: _____ Fund Number: _____
- Have you attempted to distribute these duties among **current** office personnel? ☒ Yes ☐ No
- Could you utilize part-time personnel to cover these duties? ☐ Yes ☒ No
- Do you have a part-time hourly line in your budget? ☐ Yes ☐ No
- Do you have a part-time hourly line in the Salary Ordinance? ☐ Yes ☐ No
- Can an In-House or a Category Transfer supply the appropriation, if needed? ☒ Yes ☐ No

ESTIMATED FISCAL IMPACT - HIRING FREEZE REQUEST

Calendar Year: **2026**

ACCOUNT LINES

FT Insurance: \$16,500 **18001**
 FICA: 7.65% **18101**
 PERF: 14.20% **18201**
 Longevity: *Varies **17601**

*As of 11/1/2023 New Hires are not eligible for Longevity Pay

Department: Health

Position #1

FUND CASH BALANCE: **1,849,667.70**

As of Date: September 14, 2026

Fund Name & Number: Local Public Health Services - 1161

If split, complete next line.

Split Name & Number:

Split Percentage:

Position Title: Health Administrator

FLSA Status: Exempt

Current Weekly Hours:	40	40		Effective Date:
Account Line:	10102	10102		September 23, 2026
Hourly Base Rate:	\$41.39 Current	\$37.25 <i>Requested</i>	ESTIMATED	Remaining Pays: 6
Classification:	EXE A	EXE A	Total Annual	Effective Date
Step Level:	3	Min	Fiscal Impact	Fiscal Impact
Salary:	\$ 86,092	\$ 77,480	\$ (8,612)	\$ (1,988)
Insurance:	\$ 16,500	\$ 16,500	\$ -	\$ -
FICA:	\$ 6,587	\$ 5,928	\$ (659)	\$ (153)
PERF:	\$ 12,226	\$ 11,003	\$ (1,223)	\$ (283)
Longevity:			\$ -	\$ -
TOTALS	\$ 121,405	\$ 110,911	\$ (10,494)	\$ (2,424)

*See below

The above fiscal impact total is based on a full year of service. The final amount will be **pro-rated** pending Council's approval of effective date.

*Insurance formula = Insurance is divided by 12 and then multiplied by the number of **remaining** months (when applicable).

Does the above account line currently exist in the Salary Ordinance Yes (Yes or No)



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

COUNCILREQUESTS@CO.MONROE.IN.US

Department: Clerk-Election

Presenter: Tanner Branham & Kylie Farris

REQUESTED Meeting Date: 9/22/2026

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)

☒

Creation of New Account Line(s) (pg. 2)

☒

Additional Appropriation(s) (pg.2)

☐

Category Transfer(s) (pg.3)

☐

Fund to Fund Transfer (pg.4)

☐

De-Appropriation of Account Line(s) (pg.5)

☐

Salary Ordinance Amendment(s) (pg.6 and/or 7)

☐

Other (Specify): _____

Was the Council Liaison notified prior to submitting the agenda request? Yes

Per Resolution 2024-14, do you approve the request being placed in the Consent Agenda Section? Yes

NARRATIVE: (Provide a brief explanation for the request.)

Per the direction of the Monroe County Council, the Monroe County Clerk is returning to request additional appropriation in the amount of \$324,000 for the purpose of funding the 2026 midterm (non-presidential) General Election.

These additional appropriations will ensure that Monroe County will be able to accommodate the higher-than-expected voter turnout for Early Voting and Election Day.

The Monroe County Clerk is also requesting the creation of 3 new account lines. This is at the direction of the Monroe County Commissioners to accommodate appropriations for election supplies that had previously been funded out of lines that fall within the EDIT plan.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:
COUNCILREQUESTS@CO.MONROE.IN.US

Department: Prosecutor Presenter: Erika Oliphant and/or Beth Hamlin

REQUESTED Meeting Date: 9/22/2026

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)

☐

Creation of New Account Line(s) (pg. 2)

☒

Additional Appropriation(s) (pg.2)

☐

Category Transfer(s) (pg.3)

☐

Fund to Fund Transfer (pg.4)

☐

De-Appropriation of Account Line(s) (pg.5)

☐

Salary Ordinance Amendment(s) (pg.6 and/or 7)

☐

Other (Specify): _____

Was the Council Liaison notified prior to submitting the agenda request? Yes

Per Resolution 2024-14, do you approve the request being placed in the Consent Agenda Section? Yes

NARRATIVE: (Provide a brief explanation for the request.)

This is a request to appropriate additional funding received by the High Tech Crime Unit. The source of this funding is a grant from the Indiana Prosecuting Attorneys Council and is in the amount of \$1300.98.

The Monroe County Regional High Tech Crime Unit is overseen by Monroe County Prosecutor Erika Oliphant, directed by Levi Minnick, and covers 11 area counties (Monroe, Bartholomew, Brown, Greene, Jackson, Lawrence, Marion, Morgan, Orange, Owen, and Washington). The HTC Unit forensically processes computer related materials to obtain evidence in criminal cases in the 11 county area.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.



INDIANA PROSECUTING ATTORNEYS COUNCIL

302 W. Washington Street, Room E-205

Indianapolis, IN 46204-2767

Phone: (317) 232-1836 Fax: (317) 233-3599

www.in.gov/ipac

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(812) 285-6264

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Madison, IN 47250
(812) 265-8932

•

EXECUTIVE DIRECTOR

Chris Naylor

24

July 31, 2026

[sent via email to eoliphant@co.monroe.in.us]

Erika L. Oliphant

Prosecuting Attorney for the 10th Judicial Circuit (Monroe County)

301 N. College Avenue, Room 211

Bloomington, Indiana 47404-3865

Re: Disbursement for High-Tech Crime Unit

Prosecutor Oliphant,

This letter shall serve as record of an upcoming disbursement in support of the operation of your high-tech crime unit (HTCU) for calendar year 2026. Pursuant to Indiana Code 33-39-8-7, the IPAC administers the fund (75510-039) established for personnel costs, training, technical assistance, and technical support in support of HTCUs such as yours.

For the operation of the HTCUs in CY2026, IPAC distributed \$2,970,000.00 from the HTCU fund in late 2025 both to units directly and to a couple of vendors on their behalf and held \$30,000.00 in reserve for the IPAC's administrative costs. After expending those administrative costs over our state fiscal year, the fund finished SFY2026 with a remaining balance of \$13,009.85.

After receiving an inquiry from one unit, I looked into whether any of the ten units would have a direct need for a share of that leftover sum. Unsurprisingly, within a week each of the ten units responded with a specific use for that money. Each unit will receive an extra distribution of one-tenth of the leftover balance. Accordingly, the amount being received by your county fiscal agent will be \$1,300.98.

Your HTCU Director identified the need to build an on-premise server for case archive storage, recognizing that the cost of large hard drives have nearly tripled in price this year.

Please feel free to reach out to me with any questions about the HTCU program.

Sincerely,

DocuSigned by:

AD46070C7337490...

Andre Miksha

Deputy Director

cc: Levi Minnick

Certificate Of Completion

Envelope Id: 9812129A-8DBD-86D4-81DB-8A4D89CAE341
 Subject: Complete with Docusign: Post-FY2026 extra disbursement - Monroe.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 1
 AutoNav: Disabled
 Envelopeld Stamping: Disabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

 Envelope Originator:
 Andre Miksha
 402 W Washington St W462
 Indianapolis, IN 46204
 Andre.Miksha@ipac.IN.gov
 IP Address: 108.59.55.255

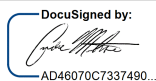
Record Tracking

Status: Original
 07/31/2026 | 10:46
 Security Appliance Status: Connected
 Holder: Andre Miksha
 Andre.Miksha@ipac.IN.gov
 Pool: StateLocal
 Location: DocuSign

Signer Events

Andre Miksha
 Andre.Miksha@ipac.IN.gov
 Deputy Director
 Indiana Prosecuting Attorneys Council
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 AD46070C7337490...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 108.59.55.255

Timestamp

Sent: 07/31/2026 | 10:46
 Viewed: 07/31/2026 | 10:46
 Signed: 07/31/2026 | 10:46
 Freeform Signing

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	07/31/2026 10:46
Certified Delivered	Security Checked	07/31/2026 10:46
Signing Complete	Security Checked	07/31/2026 10:46
Completed	Security Checked	07/31/2026 10:46

Payment Events

Status

Timestamps



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:
COUNCILREQUESTS@CO.MONROE.IN.US

Department: Prosecutor Presenter: Erika Oliphant and/or Beth Hamlin

REQUESTED Meeting Date: 9/22/2026

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)

☐

Creation of New Account Line(s) (pg. 2)

☒

Additional Appropriation(s) (pg.2)

☐

Category Transfer(s) (pg.3)

☐

Fund to Fund Transfer (pg.4)

☐

De-Appropriation of Account Line(s) (pg.5)

☐

Salary Ordinance Amendment(s) (pg.6 and/or 7)

☐

Other (Specify): _____

Was the Council Liaison notified prior to submitting the agenda request? Yes

Per Resolution 2024-14, do you approve the request being placed in the Consent Agenda Section? Yes

NARRATIVE: (Provide a brief explanation for the request.)

This is a request to appropriate newly awarded VOCA grant funds (VOCA-2026-00065) in the amount of \$144,944.17 as well as to create a new location number (9628) to reflect and track the new award. This is a two year award, and this appropriation is for both years. The grant will cover funding from 10/1/26 - 9/30/28. This VOCA grant pays a portion of 4 VA positions. The funding originates from the federal Office of Victims of Crime and is passed through the Indiana Criminal Justice Institute. It is a reimbursable grant and requires a match in the amount of \$36,242.51 which is met with salaries paid from the County General fund.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.

Notice of Award

June 5, 2026

Erika Oliphant
Monroe County Prosecutor's Office
301 N. College Ave., Room 211
Bloomington, Indiana 47404

RE: 2026-2028 Victims of Crime Act (VOCA) Formula Grant
VOCA-2026-00065

Dear Monroe County Prosecutor's Office:

On behalf of the Indiana Criminal Justice Institute (ICJI), I am pleased to inform you that your organization will receive funding for the **2026-2028 Victims of Crime Act (VOCA) Formula Grant**.

Monroe County Prosecutor's Office will be awarded \$145,000.00 with a required match amount of \$36,250.00 for the two-year grant cycle from October 1, 2026, through September 30, 2028.

- Your Year 1 award totals \$ 72,500.00 with a required match amount of \$18,125.00.
- Your Year 2 award totals \$ 72,500.00 with a required match amount of \$18,125.00.

ICJI requires all grantees to comply with federal and state rules, regulations, and laws governing grants administered by ICJI. By signing the grant agreement, your organization affirms its commitment to adhere to these requirements. We encourage you to review these rules, regulations, and laws prior to signing the grant agreement.

The ICJI Victim Services Division will initiate the grant execution process and communicate with you accordingly. If you have any questions about your grant award, please contact Angi Schneidt-Thomas at ASCHNEIDTTHOMAS@CJI.IN.GOV or 317-234-4387. We look forward to partnering with you as you use these funds to support your community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Douglas W. Huntsinger'.

Douglas W. Huntsinger
Executive Director

GRANT AGREEMENT
VICTIMS OF CRIME ACT (VOCA)
Contract #00000000000000000000102496

This Grant Agreement ("Grant Agreement"), entered into by and between the Indiana Criminal Justice Institute (the "State"), **Monroe County Prosecutor's Office** (the "Grantee"), and the **Monroe County Auditor's Office** (the "Fiscal Agent") 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 **\$144,994.17** (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.

The Fiscal Agent shall transmit the grant award to the Grantee to provide the requisite funding for the Grantee to implement the Project or provide the services in conformance with this Grant Agreement. The Fiscal Agent is responsible for ensuring that the grant funds are obligated, expended, and drawn down in conformity with the Grant Agreement. If the Fiscal Agent fails to transmit the grant award to the Grantee in a timely fashion or fails to provide adequate fiscal oversight, the State, at its discretion, may consider such failure to be a material breach of this Grant Agreement.

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 **\$144,994.17**. 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 to 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, 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: Angela Schneidt-Thomas, Grant Manager
402 W. Washington St., Room W469
Indianapolis, IN 46204
E-mail: aschneidtthomas@cji.in.gov

B. Notices to the Grantee shall be sent to:

Monroe County Prosecutor's Office
Attn: Erika Oliphant, Prosecutor
301 N. College Avenue, Room 211
Bloomington, IN 47404
E-mail: eliphant@co.monroe.in.us

C. Notices to the Fiscal Agent shall be sent to:

Monroe County Auditor's Office
Attn: Brianne Gregory, Auditor
100 W Kirkwood Ave
Bloomington, IN 47404
E-mail: bgregory@co.monroe.in.us

D. Notices to the Commissioner shall be sent to:

Monroe County Commissioners Office
Attn: Julie Thomas, President
100 W Kirkwood Ave
Bloomington, IN 47404
E-mail: commissionersoffice@co.monroe.in.us

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.

Monroe County Prosecutor's Office

By: 
4B3BF619E5E249E...

Title: Prosecuting Attorney

Date: 8/31/2026 | 09:50 EDT

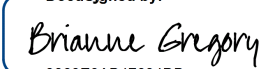
Indiana Criminal Justice Institute

By:

Title:

Date:

Monroe County Auditor's Office

By: 
3869E9AB47634DB...

Title: Auditor

Date: 8/31/2026 | 10:47 EDT

Monroe County Commissioners' Office

By:

Title: President- Julie Thomas

Date:

Approved by:
Indiana Department of Administration

By: _____(for)

Brandon Clifton, Commissioner

Date: _____

Approved by:
State Budget Agency

By: _____
(for)

Chad Ranney, Director

Date: _____

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

By: _____(for)
_____(for)

Theodore E. Rokita, Attorney General

Date: _____

EXHIBIT A

In Process

2026 Victims of Crime Act Formula Grant (VOCA)

Organization: Monroe County Prosecutor's Office

VOCA-2026-00065

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.

If fully funded, the goal of this project is to make timely contact with and provide information pertaining to victim rights to 100% of crime victims of offenses occurring in Monroe County; making subsequent contacts as per statute and staff availability; to develop professionally by having all Victim Assistants (VAs) attend at least one in service training per quarter (as schedules permit); and to continue to increase the percentage of satisfaction survey responses received with those responses showing a minimum 85% rate of satisfaction on average (based on current level of funding).

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.

1) 100% of victims for whom an active case is opened will be mailed/emailed (to contact address provided) a victim packet which will include information about their rights as crime victims; 2) VA staff will enhance knowledge by attending at least one in service training per quarter, as schedules permit. 3) VA satisfaction surveys will be sent to a minimum of 90% of victims for whom we have an email address (unless victim has specifically asked for no further contact), and responses will show a minimum average of 85% satisfaction rate with VA services received (based on current funding levels).

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.

1) a. Staffing and services to victims will be maintained at the same level to include at a minimum 3 victim assistants and 1 victim assistance director on staff. . 2) a. 100% of VAs will attend as in-service training once per quarter with a service provider or agency that can provide VAs with tools to improve service (as schedules allow). b. VA program will maintain a list of current referral sources. 3) a. VA staff will attempt to secure email address for 100% of victims. b. VA staff will email satisfaction surveys to at least 90% of non-institutional victims for whom an email address is obtained. c. At least 85% (average) of surveys returned will indicate satisfaction with services provided (based on current funding levels).

07/24/2026

EXHIBIT B

In Process

2026 Victims of Crime Act Formula Grant (VOCA)

Organization: Monroe County Prosecutor's Office

VOCA-2026-00065

Personnel

What type of personnel do you wish to enter?

- ☒ Salaried
☐ Hourly
☐ Law Enforcement Pool
☐ Pool
☐ Volunteer

SALARIED

<u>Position</u>	<u>Name</u>	<u>Fund Type</u>	<u>Employee Type</u>	<u>Annual Salary</u>	<u>Percentage</u>	<u>Cost</u>
Victim Assistance Director YR 1	Teresa Deckard	Grant	Full-time	\$68,512.22	29.55%	\$20,245.36
Victim Assistant 1 YR 1	Cheryl Gafken	Grant	Full-time	\$61,871.00	29%	\$17,942.59
Victim Assistant 2 YR 1	Dawn Van Pelt	Grant	Full-time	\$61,871.00	29%	\$17,942.59
Victim Assistant 3 YR 1	Jessi Hollingsworth Swiger	Grant	Full-time	\$56,445.38	29%	\$16,369.16
Victim Assistance Director YR 2	Teresa Deckard	Grant	Full-time	\$70,575.40	28.29%	\$19,965.78
Victim Assistant 1 YR 2	Cheryl Gafken	Grant	Full-time	\$63,734.23	28.3%	\$18,036.79
Victim Assistant 2 YR 2	Dawn Van Pelt	Grant	Full-time	\$63,734.23	28.3%	\$18,036.79
Victim Assistant 3 YR 2	Jessi Hollingsworth Swiger	Grant	Full-time	\$58,145.26	28.3%	\$16,455.11
Victim Assistance Director YR 1	Teresa Deckard	Match	Full-time	\$68,512.22	6.99%	\$4,789.00
Victim Assistant 1 YR 1	Cheryl Gafken	Match	Full-time	\$61,871.00	7.4%	\$4,578.45
Victim Assistant 2 YR 1	Dawn Van Pelt	Match	Full-time	\$61,871.00	7.4%	\$4,578.45
Victim Assistant 3 YR 1	Jessi Hollingsworth Swiger	Match	Full-time	\$56,445.38	7.4%	\$4,176.96
Victim Assistance Director YR 2	Teresa Deckard	Match	Full-time	\$70,575.40	7.1%	\$5,010.85
Victim Assistant 1 YR 2	Cheryl Gafken	Match	Full-time	\$63,734.23	7.1%	\$4,525.13
Victim Assistant 2 YR	Dawn Van Pelt	Match	Full-time	\$63,734.23	7.1%	\$4,525.13

07/24/2026

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2026 Victims of Crime Act Formula Grant (VOCA)

Organization: Monroe County Prosecutor's Office

VOCA-2026-00065

Personnel

2

Victim Assistant 3 YR 2	Jessi Hollingsworth Swiger	Match	Full-time	\$58,145.26	6.98%	\$4,058.54
Personnel Total:						\$181,236.68

HOURLY

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

LAW ENFORCEMENT POOL

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

POOL

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

VOLUNTEER

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

07/24/2026

Page 2 of 2

2026 Victims of Crime Act Formula Grant (VOCA)

Organization: Monroe County Prosecutor's Office

VOCA-2026-00065

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?

In Process

07/24/2026

2026 Victims of Crime Act Formula Grant (VOCA)

Organization: Monroe County Prosecutor's Office

VOCA-2026-00065

Budget Summary

TOTAL BUDGET BY CATEGORY

<u>Budget Category</u>	<u>Amount</u>
Personnel	\$181,236.68
Employee Benefits	
Travel (Including Training)	\$0
Equipment	\$0
Supplies & Operating Expenses	\$0
Consultants and Contractors	\$0
Total	\$181,236.68

TOTAL BUDGET BY FUND SOURCE

<u>Fund Source</u>	<u>Amount</u>	<u>Percent</u>
Grant	\$144,994.17	80.00%
Match	\$36,242.51	20.00%
Total	\$181,236.68	100.00%

PROGRAM INCOME

Program Income	
Approved Award Amount:	\$144,994.17
Program/Grant Manager:	Angela Schneidt-Thomas

07/24/2026

EXHIBIT C

In Process

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), 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), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. “United States” specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify, visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at 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) 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

In Process

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

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



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

COUNCILREQUESTS@CO.MONROE.IN.US

Department: Youth Services Bureau

Presenter: Melanie Vehslage/Sara Jamieson

REQUESTED Meeting Date: 9/22/2026

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)

☐

Creation of New Account Line(s) (pg. 2)

☒

Additional Appropriation(s) (pg.2)

☐

Category Transfer(s) (pg.3)

☐

Fund to Fund Transfer (pg.4)

☐

De-Appropriation of Account Line(s) (pg.5)

☐

Salary Ordinance Amendment(s) (pg.6 and/or 7)

☐

Other (Specify):

Was the Council Liaison notified prior to submitting the agenda request? Yes

Per Resolution 2024-14, do you approve the request being placed in the Consent Agenda Section? Yes

NARRATIVE: (Provide a brief explanation for the request.)

Youth Services Bureau (YSB) received a total of \$3,800 in sponsorships to support the Monroe County Childhood Conditions (MC3) Summit. MC3 is scheduled for November 16, 2026. The contributions include: IU School of Public Health-\$800, United Health-\$1,000, Care Source-\$500, Southern Indiana Exchange Club-\$500, Ivy Tech-\$250, Farrington Specialty Center-\$250 and City of Bloomington - \$500.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:

COUNCILREQUESTS@CO.MONROE.IN.US

Department: Youth Services Bureau

Presenter: Vanessa Schmidt/Sara Jamieson

REQUESTED Meeting Date: 9/22/2026

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)

☐

Creation of New Account Line(s) (pg. 2)

☐

Additional Appropriation(s) (pg.2)

☐

Category Transfer(s) (pg.3)

☐

Fund to Fund Transfer (pg.4)

☒

De-Appropriation of Account Line(s) (pg.5)

☐

Salary Ordinance Amendment(s) (pg.6 and/or 7)

☐

Other (Specify): _____

Was the Council Liaison notified prior to submitting the agenda request? Yes

Per Resolution 2024-14, do you approve the request being placed in the Consent Agenda Section? Yes

NARRATIVE: (Provide a brief explanation for the request.)

IYSA has amended the 1504 Safe Place grant award for the period of July 1, 2026 through June 30, 2028. The amended award provides funding of \$8,930 for FY2027 and \$9,830 for FY2028, contingent upon DCS funding remaining at the current level.

The amended contract was approved by the Commissioners on August 20, 2026. The original contract provided funding of \$9,880 for each fiscal year.

To reflect the revised FY2027 grant award, YSB is requesting approval to de-appropriate \$950 from the FY2027 appropriation.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.

REQUEST THE DE-APPROPRIATION OF ACCOUNT LINE(S) WITHIN A FUND

Please reach out to the Council Office PRIOR to submitting this request to confirm all steps involved.

Department: Youth Services Bureau

Fund Name: Project Safe Place

Fund Number: 9103 Location Number: 9628

[illegible]



MONROE COUNTY COUNCIL AGENDA REQUEST FORM

Forward request and corresponding documentation/information to:
COUNCILREQUESTS@CO.MONROE.IN.US

Department: YSB

Presenter: Vanessa Schmidt/Sara Jamieson

REQUESTED Meeting Date: 9/22/2026

PURPOSE: (Mark all applicable boxes, then complete the corresponding request page.)



Creation of New Account Line(s) (pg. 2)



Additional Appropriation(s) (pg.2)



Category Transfer(s) (pg.3)



Fund to Fund Transfer (pg.4)



De-Appropriation of Account Line(s) (pg.5)



Salary Ordinance Amendment(s) (pg.6 and/or 7)



Other (Specify): _____

Was the Council Liaison notified prior to submitting the agenda request? Yes

Per Resolution 2024-14, do you approve the request being placed in the Consent Agenda Section? Yes

NARRATIVE: (Provide a brief explanation for the request.)

Requesting approval and appropriation for the continuation of the existing Runaway and Homeless Youth Grant through the U.S. Department of Health and Human Services. This is Year 3 of a three-year grant, covering September 30, 2026 – September 29, 2027, in the amount of \$182,092.00.

The grant supports: 80% of a full-time Counselor's salary, the Safe Place and YSB Outreach Manager's salary, stipends for office supplies and training, software maintenance fees, staff retreat, operational costs for the Safe Place Program, which serves Monroe, Owen, Brown, and Greene Counties.

The three-year grant was ratified by the Commissioners on October 2, 2024, with the signed continuation assurances received July 20, 2026. Council approval is requested to accept the grant and appropriate funds for the FY 2026–2027 term.

COMPLETE ALL CORRESPONDING REQUEST INFORMATION ON SUBSEQUENT PAGES.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

The Safe Place Contract between the Indiana Youth Services Association (IYSA) and the Youth Services Bureau of Monroe County (YSB), effective July 1, 2026 through June 30, 2028, was approved by the Board of Commissioners on July 9, 2026. IYSA has since amended the contract to reflect revised funding amounts. Under the amended contract, funding will not exceed \$8,930 for FY2027 and \$9,830 for FY2028, contingent upon DCS funding remaining at the current level. The original contract provided funding of \$9,880 for each fiscal year.

YSB requests approval of the amended Safe Place Contract.

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

SAFE PLACE
PROFESSIONAL SERVICES GRANT

July 1, 2026 – June 30, 2028

Continuation Contract

Amended August 11, 2026

This Grant ("Grant" or "Grant Agreement"), entered into by and between the Indiana Youth Services Association (hereinafter referred to as "IYSA") as the designated administrator for Indiana Department of Child Services (hereinafter referred to as "DCS" or "State") as it relates to the Grant Funds, and **Youth Services Bureau of Monroe County** (hereinafter referred to as "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. Duties of Grantee.

- A. **Purpose:** "Safe Place" is a national youth outreach program that educates thousands of young people every year about the dangers of running away or trying to resolve difficult, threatening situations on their own. All Safe Place programs must meet national standards and must be licensed by National Safe Place (hereinafter referred to as the "Safe Place Program(s)"). Safe Place Programs provide outreach, temporary shelter, and counseling services targeting youth, under the age of eighteen (18) years, in crisis situations through a network of Safe Place sites sustained by qualified agencies, trained volunteers, and businesses. Safe Place sites may be youth friendly businesses, schools, fire stations, libraries, and other appropriate public buildings that display the distinctive yellow and black Safe Place sign. The purpose of this Grant is for the Grantee to provide a licensed Safe Place Program and all of the Safe Place services described herein (the "Safe Place Services/Program") in the county or counties for which the Grantee has been chosen by IYSA to provide such Safe Place Services/Program as set forth below in paragraph C of this Section.
- B. In order to accomplish the above-referenced purpose, the Grantee will provide the Safe Place Services/Program set out in more detail herein and in accordance with the following (all of which are hereby incorporated by reference):
 - (1) The Safe Place Request for Proposal and all of its attachments (the "Safe Place RFP"), which was issued by IYSA in the last competitive round of funding; and
 - (2) The Grantee's Response to the Safe Place RFP (the "Grantee's RFP Response"), which includes all response attachments, that was submitted by the Grantee in accordance with the specifications of the last Safe Place RFP; and
 - (3) The Award Letter (sent separately), which notified Grantee of the county(ies) Grantee was selected to provide Safe Place Services/Program.

- C. The Grantee agrees to comply with all terms, provisions and conditions applicable to the Safe Place Services/Program it provides pursuant to this Grant, including, but not limited to, service categories, objectives, all applicable DCS' Service Standards available in the RFP application and on the IYSA website, www.indysb.org, the requirements set forth in paragraph E of this Section, and all statements, provisions, and assurances made in conjunction with the most recent Safe Place RFP and the Grantee's most recent RFP Response, except to the extent that the terms of this Grant might specifically modify those statements, provisions, and assurances. The DCS' Service Standards are hereby incorporated by reference into this Grant.
- D. As currently stated in DCS' Service Standards, the Safe Place Program provided by the Grantee must consist of the following four (4) components:
- (1) **Crisis Intervention/Shelter:** The Grantee's Safe Place Program staff must be available twenty-four hours a day/seven days per week (24/7) to all Safe Place sites and referral sources and ensure appropriate shelter care when the youth has no safe lodging for the night (as defined by National Safe Place ("NSP") implementation standards, available at www.nationalsafeplace.org. The NSP implementation standards are hereby incorporated by reference into this Grant. Upon receiving a referral, the Grantee's Safe Place Program staff shall: (i) respond within the time constraints set forth in the NSP implementation standards to immediately assess the situation and eliminate existing safety concerns while providing comfort to the youth; and (ii) begin crisis intervention by interviewing the youth, the referral source or Safe Place site personnel, and the parents/guardians of the youth in-crisis. Along with its provision of immediate intervention, the Grantee's Safe Place Program staff shall give the youth and his/her family referrals to appropriate community resources.
 - (2) **Community Outreach/Education:** The Grantee's Safe Place Program staff shall provide information to increase awareness of the Safe Place Program through school and community presentations and events. The Grantee's Safe Place Program staff may target middle and high schools to provide Safe Place Services/Program to youth. Community presentations increase community awareness as well as maintain Safe Place social networking sites to educate youth and adults.
 - (3) **Site Recruitment and Maintenance:** The Grantee's Safe Place Program must maintain sites by conducting annual site checks and by providing training as appropriate to ensure that the proper procedures are followed as listed on the Safe Place procedure sheets and found in the Safe Place Operations Manual. The Grantee's Safe Place Program may recruit sites as

needed to cover its agency's geographic areas and ensure sites meet NSP implementation standards.

- (4) **Safe Place Program Evaluation:** The Grantee's Safe Place Program shall utilize the NSP database, which allows for data collection to evaluate Safe Place Program outcomes and effectiveness. The Grantee's Safe Place Program must submit data electronically to the NSP database monthly by the fifteenth (15th) of the month following the month of Safe Place Service delivery in order for the Safe Place Program to remain in compliance with the NSP Program standards.

In addition to the monthly reports, the Grantee shall enter data into the NSP database regarding site checks and maintenance, youth evaluations for at least 80% of youth served through Safe Place, and a 20% representative sample of presentation post tests (or at least 125 youth annually), which enables IYSA to monitor compliance with NSP implementation standards, assess the quality of outreach, determine youth outcomes, and evaluate the impact of the Safe Place program. The pre/post surveys can be found in the Indiana Safe Place Coordinators' Google Drive at

https://drive.google.com/drive/folders/1Jxl8qW_E1Ghwx8zgWsuWKBBglv1o6y?usp=sharing

The Grantee shall successfully complete a program review once every two (2) years as demonstrated by 100% compliance on all mandatory review tool items. The mandatory and best practice review tools are available on the IYSA database or the Indiana Safe Place Coordinators' Google Drive at

https://drive.google.com/drive/folders/1Jxl8qW_E1Ghwx8zgWsuWKBBglv1o6y?usp=sharing and are incorporated herein by reference.

- E. Also, as stated in DCS' Service Standards, the Grantee must comply with all of the following eligibility criteria, which are based on the NSP standards, and all other NSP implementation standards not listed, in order to be a Safe Place Program provider pursuant to this Grant:

- (1) The Grantee, as the applicant agency (which is not interpreted as a Safe Place site), shall be accessible to youth twenty-four (24) hours a day three hundred sixty-five (365) days a year.
- (2) Crisis intervention counseling services shall be provided to each youth. Safe Place Programs shall provide or have a formal partnership in place with another provider to provide individual, family, and group counseling on a short and/or long-term basis.
- (3) Options for out-of-home placement of youth shall be available for any youth seeking help through the Safe Place Program on a twenty-four (24) hour a

day basis. Age limitations are determined by each agency's licensure and referrals to age-appropriate placements shall be made for youth who fall outside the agency age limits.

- (4) Youth and community outreach shall be provided to inform youth and the community of services available through the Safe Place Services/Program.
 - (5) Client confidentiality shall be maintained at all levels of outreach (youth, Safe Place sites, Safe Place Program volunteers, Safe Place staff, referrals).
 - (6) The Grantee, as the applicant agency, shall provide appropriately trained and resourced staff to furnish the Safe Place Services/Program in the four (4) program components outlined above in paragraph E of this Section 1.
 - (7) The Grantee, as the applicant agency, shall demonstrate an ability to provide 100% matching resources (cash or in-kind) to maximize delivery of the Safe Place Services/Program in the community.
 - (8) The Grantee, as the applicant agency, shall be able to maintain data collection and entry into the NSP database as required.
- F. The Grantee is required to attend the annual IYSA Development Retreat(s) at the designated location and time.
- G. As currently stated in DCS' Service Standards, the established Safe Place outcomes, the last Safe Place RFP, and in the paragraph above herein, the Grantee shall comply with the following data collection requirements in order for the Grantee to remain in compliance with the NSP licensing standards:
- (1) The Grantee's Safe Place Program shall utilize the NSP database, which allows for data collection to evaluate Safe Place Program outcomes and effectiveness. In order for the Grantee's Safe Place Program to remain in compliance with the national Safe Place Implementation standards found in the NSP Operational Manual on the Agency Support Center at www.nationalsafeplace.org, the Grantee shall submit all of its Safe Place Services/Program data electronically to the NSP database monthly by the fifteenth (15th) of the month following the month of its Safe Place Services/Program delivery.
 - (2) In the event that IYSA or the DCS determines that any of the Grantee's requisite reports fails to comply with the reporting requirement set forth above, IYSA will notify the Grantee by email or phone of the deficiency and the corrective action that is needed. The Grantee shall submit to NSP and IYSA, and DCS if requested, a revised and corrected program report within fifteen (15) days of the Grantee's receipt of the deficiency notice from IYSA or DCS.

I. Reports and Records Concerning Safe Place Services/Program.

- (1) In addition to meeting the reporting requirements described above, the Grantee agrees to prepare and submit to IYSA or DCS, if requested by IYSA or DCS, any information required by IYSA or DCS for reports and evaluations necessary to monitor Safe Place Services/Program and outcomes. The Grantee will provide all information reasonably requested by IYSA or the DCS (in the format requested by IYSA or the DCS) and will cooperate with and assist IYSA and/or DCS in preparing such reports and evaluations. IYSA will attempt to standardize the timing and content of required reports to the extent it can.
- (2) The Grantee shall prepare, maintain, and timely provide to IYSA or DCS, upon request, any statistical reports, program reports, other reports, or other information requested by IYSA or the DCS relating to the Safe Place Services/Program provided by the Grantee pursuant to this Grant in the format requested by IYSA or the DCS, including, but not limited to, reports/information incident to monitoring or evaluating performance by the Grantee of the Safe Place Services/Program specified in this Grant, and/or any statistical and program reports as are required by any laws, regulations, or policies of the United States or the state of Indiana that are applicable to the use of funds paid to the Grantee pursuant to this Grant.
- (3) Prompt compliance by the Grantee with a request by IYSA or the DCS to submit program and financial documentation during the term of this Grant is critical to this Grant. A failure of the Grantee to comply with any such request could result in immediate suspension of payments hereunder, termination, or partial termination of this Grant by IYSA.
- (4) In the event that the monthly activity report shows no outreach or service activity, the Grantee must supply IYSA, and DCS, if requested, with written documentation of any other activities, such as site or volunteer recruitment and maintenance, or forfeit that month's program reimbursement.
- (5) In the event the contents of any report is considered deficient by IYSA or the DCS, IYSA will so notify the Grantee in writing, not later than thirty (30) days after receipt of the report. The notice will specify the nature of the deficiency and the corrective action or information needed. The Grantee shall submit to IYSA any revised or supplemental report within thirty (30) days after the date of the deficiency notice.
- (6) The Grantee shall maintain records as necessary or appropriate to document Safe Place Services/Program provided pursuant to this Grant. Those records shall include, but not be limited to, documentation relating to, or the time and place of meeting with, persons served by the Grantee and the

persons who attended those meetings and copies of any reports or other materials representing the work product of any Safe Place Services/Program provided by the Grantee pursuant to this Grant.

J. Project Monitoring.

IYSA shall monitor and review the Grantee's delivery of Safe Place Services/Program during the term of this Grant. The procedure that IYSA uses for monitoring the Grantee may change during the term of this Grant, and the Grantee will be notified of any changes in procedure. The procedure that IYSA uses for monitoring the Grantee may include, but not be limited to, the following:

- (1) Conducting program visits and case file reviews using a tool approved by IYSA or the DCS as a means of ensuring quality service provision;
- (2) The Grantee's successful completion a program review once every two years as demonstrated by 100% compliance on all mandatory review tool items;
- (3) Review of invoices/claims submitted by the Grantee for payment, in relation to the service components and funding amounts allocated per county for which the Grantee has been selected to provide the Safe Place Services/Program and in relation to the total remuneration amount for this Grant (as such amounts are set forth in Section 2 below and set forth in Award Letter);
- (4) Information received verbally or in writing from IYSA or DCS concerning the Grantee's delivery of Safe Place Services/Program requested or approved;
- (5) Review of the results of Safe Place Services/Program provided in relation to the desired outcomes of those Safe Place Services/Program as stated herein, in the latest Safe Place RFP, and/or in the Grantee's RFP Response; and
- (6) Information contained in any reports and evaluations relating to the Grantee's delivery of Safe Place Services/Program under this Grant.

2. Service Areas.

As set forth herein, the Grantee shall provide the Safe Place Services/Program for the county(ies) for which the Grantee has been chosen by IYSA to provide Safe Place Services/Program. The Grantee shall provide Safe Place Services/Program for the following county(ies): Monroe, Greene, Owen, and Brown

3. Grant Funding.

- A. In accordance with and subject to the specifications set forth herein, in the last Safe Place RFP, in the current DCS' Service Standards, in the Award Letter, and in this Grant, and solely for its provision of the Safe Place Services/Program for the county(ies) for which the Grantee has been approved to provide such Safe Place Services/Program, as specified in Section 1 above, IYSA will reimburse Grantee for allowable costs incurred. The Grantee shall bill IYSA monthly based on the billable units/payment points set forth in Award Letter.
- B. All actual cost items and/or pass through cost items related to and/or a part of the Safe Place Services/Program provided pursuant to this Grant shall be at reasonable rates and not above the prevailing market rates.
- C. The Grantee shall be reimbursed by IYSA for allowable costs incurred by the Grantee in accordance with this Grant Agreement and the currently applicable Safe Place Service Standards. The Grantee shall be paid for services conducted through this Grant Agreement in an amount not to exceed **\$8,930.00 for FY27**, and this will be disbursed in **twelve monthly** billing reimbursements. Such Total Dollar Amount includes a not to exceed amount of **\$8,930.00** for the **State fiscal year July 1, 2026 through June 30, 2027 and up to \$9,830.00 for the fiscal year July 1, 2027 through June 30, 2028 if DCS funding remains the same.** The Grantee shall be reimbursed in arrears for services provided pursuant to this Grant Agreement only upon presentation of approved billing claim vouchers and supporting billing documentation in accordance with the procedures set forth by the State as administered by IYSA.

Such claim vouchers and supporting documentation must be submitted detailing disbursements of Grant Funds by any applicable billable units/payment points. All payments shall be made in arrears by electronic funds transfer to the financial institution designated by the Grantee electronically. No payments will be made in advance of receipt of the goods or services that are the subject of this Grant Agreement.

- D. Payment to the Grantee as provided in this Section will also be subject to the following conditions:
 - (1) Timely completion and submission of data electronically to the NSP as described above.
 - (2) Program activity documented in the monthly reports or through written documentation provided by the Grantee.
 - (3) Timely completion and submission to IYSA or the DCS of the information required for any requisite reports and evaluations necessary to monitor Safe Place Services/Program and outcomes, as required by this Grant.
 - (4) Satisfactory completion and submission to IYSA or the DCS of any applicable work product or other deliverable, as specified in Award Letter, the Safe Place RFP, the Grantee's RFP Response, or in this Grant itself, for Safe Place Services/Program that are provided by the Grantee and/or its subcontractors pursuant to this Grant.

- (5) The Grantee shall submit claim vouchers and such billing documentation, as may be required by the State, to IYSA for payment under this Grant Agreement in accordance with the procedures set forth by IYSA. Any additional evidentiary materials required by this Grant Agreement must be submitted to and approved by the State, as administered by IYSA.
 - (6) All payments are subject to the State's determination, as administered by IYSA, that the Grantee's performance conforms to the Safe Place Services/Program as approved, notwithstanding any other provision of this Grant Agreement.
 - (7) The Grantee shall meet any other Grant conditions to DCS' satisfaction.
 - (8) The Grantee shall submit claim vouchers and such billing documentation, as may be required by the State, to IYSA for payment under this Grant Agreement in accordance with the procedures set forth by IYSA. Any additional evidentiary materials required by this Grant Agreement must be submitted to and approved by the State, as administered by IYSA.
 - (7) If this Grant Agreement is terminated by either party prior to the expiration of this Grant Agreement, the State or IYSA may promptly conduct an on-site or other monitoring or auditing of the Grantee's Safe Place Services/Program and complete a services monitoring report.
 - (8) Failure to complete the Safe Place Services/Program and expend State or this Grant's funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State, through IYSA's administration, to impose sanctions against the Grantee including, but not limited to, suspension of all Grant payments, and/or suspension of the Grantee's participation in grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all Grant funds expended that are not in the scope of Safe Place Services/Program or the budget the State has approved for this Grant Agreement.
- E. Any amount payable to the Grantee pursuant to this Section is subject to reduction:
- (1) to the extent it is not expended by the Grantee as an allowable program cost or consistent with the Grantee's approved budget and cost allocation plan submitted as part of Grantee's RFP Response; and/or
 - (2) to correspond to funds appropriated and available from the State for payment under this Grant Agreement. This subsection is separate from and in addition to other Grant Agreement Sections, as this subsection allows the State, through IYSA as administrator, to adjust payments for individual

service components/billable units/payment points or overall consideration, to limit payments to available funding.

3. Term.

This Grant shall be effective for a period of twenty-four (24) months. It shall commence on July 1, 2026, and shall remain in effect through June 30, 2028, and is contingent upon continued funding by DCS and the IYSA Youth Service Bureau (“YSB”) Fund administration Grant.

4. Access to Records.

The Grantee and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Grant. They shall make such materials available at their respective offices at all reasonable times during this Grant, and for three (3) years from the date of final payment under this Grant, for inspection by IYSA, the DCS, or authorized designees. Copies shall be furnished at no cost to IYSA or the DCS if requested.

5. Assignment; Successors; and Subcontracting.

- A. The Grantee shall not assign performance of the whole or any part of this Grant Agreement without IYSA's prior written consent and under provisions deemed appropriate by IYSA.
- B. The Grantee shall require any subcontractor approved by IYSA to comply with the provisions set forth in this Grant Agreement. Further, the Grantee shall remain responsible to IYSA for the performance of any subcontractor and shall monitor the performance of any subcontractor. The Grantee agrees to enter into written agreements with all subcontractors and to provide copies of all subcontracting agreements to IYSA or the DCS upon request.
- C. The Grantee binds its successors and assignees to all terms and conditions of this Grant Agreement.

6. Monitoring.

The Grantee shall permit all examinations and shall generate and maintain all documentation necessary to comply with all relevant audit and fiscal monitoring requirements.

- (1) The Grantee shall, upon written demand by IYSA or the DCS, be required to repay to IYSA all sums paid by IYSA to the Grantee, for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit of the Grantee results in an audit exception, IYSA shall have the right to set off such amount against current or future allowable claims,

demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount.

- (2) IYSA or the DCS has the right to make recommendations and findings in connection with any financial monitoring or audit of the Grantee's operations in regard to this grant funding, and the Grantee agrees to comply with any corrective actions specified by IYSA or the DCS, within the time limits established by IYSA or the DCS.
- (3) The Grantee shall provide to IYSA or the DCS, upon IYSA's or DCS' request, a copy of any document or report prepared and maintained by the Grantee relative to costs incurred in providing the Safe Place Services/Program described in Section 1 and Award Letter.
- (4) Any authorized employee or representative of IYSA or the DCS, shall have the right to enter the premises of the Grantee or any subcontractor of the Grantee and inspect or audit any records or property agreements maintained by the Grantee or its subcontractor in connection with this Grant. The Grantee and its subcontractors shall make all books, records, and documents that relate to their activities under this Grant available for inspection, review, and audit when requested by an IYSA employee or governmental agent. The Grantee shall ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit, or inspection conducted by an IYSA employee, DCS staff member or designee, or governmental agent.
- (5) Following any site monitoring visit to the Grantee, IYSA or the DCS may provide a written report to the Grantee. IYSA's or the DCS' report may contain observations, evaluations, suggestions and/or specific directions for corrective action by the Grantee. In the event that specific corrective action is required, the Grantee will have sixty (60) days from the receipt of the directions to comply, unless a different time period for correction is specified by IYSA or the DCS. A failure of the Grantee to comply with IYSA's or the DCS' specific directions will be treated as a breach of this Grant. In the case of a dispute, IYSA, and the Grantee will meet at their earliest convenience to resolve the issue in question.

7. Authority to Bind Grantee.

This Section applies if the Grantee is not an individual. The signatory for the Grantee represents that he/she has been duly authorized to execute this Grant Agreement on behalf of the Grantee named herein. If the Grantee is a corporation, the signatory represents that he/she has obtained all necessary approval from the board of directors of the Grantee and/or the Grantee's home office (if applicable) to execute this Grant Agreement on behalf of the Grantee. If the Grantee is a limited liability company, the signatory represents that he/she is a manager of the company, or, if the company does not provide for a manager or managers, that he/she is a member duly authorized to execute this Grant Agreement on

behalf of the company. If the Grantee is a general or limited partnership, the signatory represents that he/she is a general partner of the partnership. IYSA relies on these representations by the signatory that this Grant Agreement will be fully binding upon the Grantee organization when his/her signature is affixed, upon acceptance of this Grant Agreement by IYSA.

8. Changes in Work.

The Grantee shall not commence any additional work or change the scope of the work until authorized in writing by IYSA. The Grantee shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. Except as provided for below in Section 26 of this Grant Agreement, modification, amendment, or supplementation to the Safe Place Services/Program or terms of this Grant Agreement shall require a formal written modification document that is completed in the same manner as this Grant Agreement and signed by all parties.

9. Compliance with Laws.

- A. The Grantee shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including any disaster plan protocol (IV-E and IV-B), and all provisions required thereby to be included herein are hereby incorporated by reference.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with IYSA as set forth in IC § 4-2-6 et seq., IC § 4-2-7 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee or its agents violate any applicable ethical standards, IYSA 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, 35-44-1-3, 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.
- 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 IYSA of any such actions. During the term of such actions, the Grantee agrees that IYSA or the DCS may suspend funding for the Safe Place Services/Program. In the event of IYSA's or DCS' receipt of a report (verbal or written) of criminal or potentially criminal activity by a member of the Grantee's staff (including any of the Grantee's subcontractors and their staff) that potentially threatens/endangers the life, health, or safety of any minor client, IYSA or DCS may immediately require a temporary suspension of such member of the Grantee's

staff (including any of the Grantee's subcontractors and their staff) pending an investigation into the report.

- E. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by IYSA or its agencies, and IYSA decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the IYSA Board of Directors following the procedures for disputes outlined herein. A determination by the IYSA Board of Directors shall be binding on the parties. Any disbursements that IYSA may delay, withhold, deny, or apply under this Section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.
- F. The Grantee warrants that the Grantee and any Grantees performing work in connection with the Safe Place Services/Program 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 IYSA and the State.
- G. As required by IC § 5-22-3-7:
 - (1) The Grantee and any principals of the Grantee certify that:
 - (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC § 24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC § 24-5-12 [Telephone Solicitations]; or
 - (iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];
 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
 - (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. 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. The Grantee will give written notice to IYSA and 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 this certification may result in sanctions including, but not limited to, suspension of Grant Agreement payments, termination of this Grant Agreement 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 grant 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 IYSA and the State in writing 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) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring 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.

11. Employment Eligibility Verification

As required by IC § 22-5-1.7-11, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that is has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an undocumented immigrant; and
- D. The Grantee shall require its Grantees who perform work under this Grant Agreement to certify to the Grantee that the Grantee does not knowingly employ or Grant with an undocumented immigrant and that the Grantee has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a Grant with a Grantee.

IYSA or 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 IYSA or the State.

12. Funding Cancellation

As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

13. 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.

14. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any

matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

15. Condition of Payment.

All services provided by the Grantee under this Grant must be performed to IYSA's and the State's reasonable satisfaction, as determined at the discretion of the undersigned IYSA representative and the DCS and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations, as well as in accordance with all specifications set forth above in Section 1. IYSA shall not be required to pay for work found to be unsatisfactory, inconsistent with this Grant (including any specification set forth in Section 1 of this Grant Agreement) or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

16. Confidentiality of Information.

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

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

17. 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 IYSA and State if any subcontractor becomes debarred or suspended, and shall, at IYSA’s or the State’s request, take all steps required by IYSA or the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

18. Funding Limitations/Cancellation.

As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

19. Governing Laws.

This Grant shall be governed, construed, and enforced in accordance with the laws of the State of Indiana. Suit, if any, must be brought in the State of Indiana.

20. Indemnification.

The Grantee agrees to indemnify, defend, and hold harmless IYSA, DCS, and the State of Indiana, their agents, officials, and employees from all third party claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of the Grantee and/or its subcontractors, if any, in the performance of this Grant. IYSA, DCS, and the State of Indiana shall not provide such indemnification to the Grantee.

21. Insurance.

- A. The Grantee shall secure and keep in force during the term of this Grant Agreement the following insurance coverage, covering the Grantee for any and all claims of

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

- (1) Commercial general liability, including Grant Agreement and contractual coverage and errors and omissions coverage for professional conduct, and products or completed operations coverage (if applicable), with minimum liability limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate unless additional coverage is required by IYSA or the DCS. IYSA and the State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant Agreement.
- (2) Automobile liability with minimum liability limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. IYSA and the State is to be named as an additional insured on a primary, non-contributory basis.
- (3) Property damage insurance in an amount sufficient to provide coverage for any loss of property used by the Grantee in connection with services provided under this Grant Agreement, not less than \$100,000 in the aggregate.
- (4) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$1,000,000 in the aggregate.

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

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

C. The Grantee shall include IYSA and the State as an additional insured on each policy of insurance described above herein.

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

22. Licensing Standards.

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

23. Modification.

- A. Except as otherwise set forth in this Section below, this Grant constitutes the entire agreement between the parties and no understandings, agreements, or representations, oral or written, not specified within this Grant will be valid provisions of this Grant.
- B. The parties agree that due to the uncertain availability of state and/or federal appropriated funds and/or the possibility of the need for a reduction in the services provided pursuant to this Grant, the total consideration payable by IYSA as specified in Section 2 of this Grant may be unilaterally decreased by IYSA, with a corresponding reduction in the Grantee's duties and responsibilities, immediately upon the Grantee's receipt of written notice. Such written notice shall be delivered to the Grantee at the address specified below in this Grant via both regular U.S. mail and e-mail. This paragraph does not affect any right of the Grantee to payment for services performed before receipt of such written notice.
- C. IYSA or the DCS may conduct periodic reviews of the anticipated utilization of funds provided by IYSA pursuant to this Grant and/or periodic reviews of the county(ies) for which the Grantee has been chosen to provide the Safe Place Services/Program as set forth above.
- D. Should IYSA (on its own or after it considers a request of the Grantee) determine that any billable unit, payment point, service code, or service component requires modification and such modification requires a revision to the information included in Award Letter, such changes shall not require the execution of a formal amendment to this Grant, but may be accomplished by written notice from IYSA to the Grantee with an accompanying updated Award Letter.

- E. The modifications described above in paragraphs B, C, and D of this Section, even if such modifications may require creation of a revised Award Letter, may be accomplished by letter of notification from IYSA to the Grantee (with any requisite revised Award Letter attached thereto), without the necessity for a formal Grant amendment.
- F. With the exception of the modification procedures permitted pursuant to paragraphs B, C, D, and E of this Section, this Grant may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties. Nothing herein shall be construed as a commitment to execute future agreements with the Grantee or to extend this Grant in any way.

24. Notice to Parties.

- A. Whenever any notice, statement or other communication is required under this Grant, it shall be sent via regular U.S. mail and/or e-mailed to the following addresses, unless otherwise specifically advised.

- (1) Notices to IYSA shall be sent and/or e-mailed to:

Robin Donaldson
Chief Impact Officer
Indiana Youth Services Association
303 Alabama Street, Suite 210
Indianapolis, IN 46204
E-mail: rdonaldson@indysb.org

- (2) Notices to the Grantee shall be sent and/or e-mailed to:

Vanessa Schmidt
Executive Director
615 S Adams Street
Bloomington, IN 47404
vschmidt@co.monroe.in.us

- B. Notice of any change in the person or address to whom notices should be sent and/or e-mailed, as specified in paragraph A of this Section, shall be given to the other party in the manner provided in paragraph A of this Section.

25. Order of Precedence, Incorporation by Reference.

Any inconsistency or ambiguity in this Grant shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law;; (2) this Grant Agreement; (3) exhibits prepared by IYSA; (4) any written notices given by IYSA to the Grantee (including any attachments thereto) pursuant to Section 26 of this Grant; (5) Award Letter; (6) the most current form of DCS' Service Standards and the Assurances (which are described herein and incorporated by reference into this Grant Agreement); (7)

the Safe Place RFP; and (8) the Grantee's RFP Response. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

26. Payment and Fiscal Requirements.

- A. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing. No payments will be made in advance of receipt of the goods or services that are the subject of this Grant.
- B. The Grantee shall submit monthly reports on the NSP database for payment pursuant to this Grant. IYSA will notify the Grantee of any change in invoice/claim procedure, and the Grantee shall use whatever invoice/claim forms and documentation are required by IYSA's then current procedure and shall submit the appropriate invoices/claim forms and documentation to IYSA, as directed. Monthly reports will be submitted monthly for Safe Place Services/Program performed during the calendar month(s) preceding the date of the report. The Grantee's invoice must be dated no earlier than the later of (a) the first date the Grantee is entitled to submit a claim for payment under the applicable provision of this Grant. IYSA will then create check requests to submit to the IYSA accounting firm no later than five (5) days after the monthly report due date.
- C. A report will not be deemed to be properly prepared as required above in paragraph B if it is not entered into the NSP database by the 15th of the following month. Any report submitted after the due date will be deemed improperly prepared and will not be paid until the following month.
- D. No costs may be incurred or services provided by the Grantee for reimbursement or payment under this Grant Agreement after the expiration date of the term stated in this Grant Agreement.
- E. Payment of each invoice shall be conditioned on collection and entry of all data required to complete quarterly and annual reports, as provided in this Grant Agreement.
- F. A properly prepared report must be entered within sixty (60) calendar days after the date services are provided or costs incurred pursuant to this Grant in order to be eligible for reimbursement. IYSA may elect to deny payment of any invoices/claims that are not timely submitted as required in this paragraph.
- G. Payment is dependent upon program activity in each month. Activity is reported either through the NSP Database monthly report or, if no outreach and service activity has been provided, by written documentation submitted to IYSA on or prior to the 15th of the month.

- H. The State or IYSA may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Safe Place Services/Program prior to making the first payment under this Grant. All payments are subject to IYSA's or the State's determination that the Grantee's performance to date conforms to the Safe Place Services/Program as approved, notwithstanding any other provision of this Grant Agreement.

- H. Approval and payment of final billing reports will be conditioned upon receipt and approval of all IYSA-required supportive documentation. As IYSA billing or recordkeeping systems change, the Grantee shall modify its systems to be compatible with IYSA systems. IYSA will provide reasonable notice of any such changes. 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.

- I. The Grantee shall maintain financial and accounting records deemed necessary by IYSA which identify the specific costs attributable to each service code/billable unit/payment point and/or service component specified in the budget the State has approved for this Grant Agreement and shall use the funds solely for the purposes set forth in this Grant Agreement, in accordance with the terms of this Grant Agreement.

- J. The Grantee agrees to follow generally accepted accounting procedures and practices which sufficiently and properly reflect all costs incurred by the Grantee.

27. Security and Privacy of Health Information.

- A. This Section applies only to the extent that the Grantee receives any protected health information ("PHI"), as referenced in paragraph B below, or any alcohol and drug abuse records (as defined in IC § 16-18-2-12), health records (as defined in IC § 16-18-2-168), or mental health records (as defined in IC § 16-18-2-226), concerning any individual, in connection with performance of any services under this Grant. Any records included in the above definitions in IC § 16-18-2 are referred to herein as "Health Records."

- B. HIPAA. The Grantee agrees to comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996, Title II, Administrative Simplification ("HIPAA"), including amendments signed into law under the American Recovery and Reinvestment Act of 2009 ("ARRA"), in particular, applicable provisions of Title XIII known as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Subtitle D, in all activities related to this Grant, to maintain compliance during the term of this Grant and after as may be required by federal law, to operate any systems used to fulfill the requirements of this Grant in full compliance with all applicable provisions of HIPAA and to take no action which adversely affects the State's HIPAA compliance.

Terms used, but not otherwise defined, in this Grant shall have the same meaning as those found in the HIPAA Regulations under 45 CFR Parts 160, 162, and 164.

To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Grantee assures that it will appropriately safeguard all forms of Health Records and/or Protected Health Information (“PHI”), as defined by the regulations, which is made available to or obtained by the Grantee in the course of its work under this Grant. The Grantee agrees to comply with all applicable requirements of law relating to Health Records and/or PHI with respect to any task or other activity it performs for the State including, as required by the final Privacy and Security regulations:

- (1) Implementing the following HIPAA requirements for any forms of Health Records and/or PHI that the Grantee receives, maintains, or transmits on behalf of the IYSA or the State:
 - (a) Administrative safeguards under 45 CFR § 164.308
 - (b) Physical safeguards under 45 CFR § 164.310
 - (c) Technical safeguards under 45 CFR § 164.312
 - (d) Policies and procedures and documentation requirements under 45 CFR § 164.316;
- (2) Implementing a disaster recovery plan, as appropriate for work conducted for this Grant, which includes mechanisms to recover data and/or alternative data storage sites, as determined by IYSA or the State to be necessary to uphold integral business functions in the event of an unforeseen disaster;
- (3) Not using or further disclosing Health Records and/or PHI other than as permitted or required by this Grant or by applicable law;
- (4) Immediately reporting to the IYSA representative listed in Section 27(A)(1) [Notice to Parties] any security and/or privacy breach directly relating to the work performed for this Grant of which the Grantee becomes aware;
- (5) Mitigating, to the extent practicable, any harmful effect that is known to the Grantee and immediately reporting to IYSA’s representative listed in Section 27(A)(1) [Notice to Parties] any use or disclosure by the Grantee, its agent, employees, subcontractors, or third parties of Health Records and/or PHI obtained under this Grant in a manner not provided for by this Grant or by applicable law of which the Grantee becomes aware;
- (6) Ensuring that any subcontractors or agents to whom the Grantee provides Health Records or PHI received from, created, or received by the Grantee, subcontractors or agents on behalf of the State agree to the same restrictions,

conditions and obligations applicable to such party regarding Health Records and/or PHI and agree to implement the required safeguards to protect it;

- (7) Making the Grantee's internal practices, books and records related to the use or disclosure of Health Records and/or PHI received from, or created or received by the Grantee on behalf of the IYSA available to IYSA or the State upon request or to the Secretary of the United States Department of Health and Human Services ("DHHS") for purposes of determining IYSA's or the State's compliance with applicable law. The Grantee shall immediately notify IYSA's representative listed in Section 27(A)(1) [Notice to Parties] upon receipt by the Grantee of any such request from the Secretary of DHHS or designee, and shall provide IYSA's representative listed in Section 27(A)(1) [Notice to Parties] with copies of any materials made available in response to such a request;
 - (8) In accordance with procedures established by the State, making available the information required to provide an accounting of disclosures pursuant to applicable law, if the duties of the Grantee include disclosures that must be accounted for;
 - (9) Making available Health Records and/or PHI for amendment and incorporating any amendments to Health Records and/or PHI in accordance with 45 CFR § 164.526, if the Grantee maintains Health Records and/or PHI subject to amendment;
 - (10) Make Health Records and/or PHI available to individuals entitled to access and requesting access in compliance with 45 CFR § 164.524 and the duties of the Grantee;
 - (11) At the discretion of the State, authorizing termination of this Grant if the Grantee has violated a material provision of this Section; and
 - (12) At the termination of the Grant, the Grantee shall return or destroy all Health Records and/or PHI received or created under the Grant. If IYSA determines return or destruction is not feasible, the protections in this Grant shall continue to be extended to any Health Records and/or PHI maintained by the Grantee for as long as it is maintained.
- C. Drug and Alcohol Patient Abuse Records. In the performance of the services listed in this Grant, the Grantee may have access to confidential information concerning the disclosure and use of alcohol and drug abuse patient records. The Grantee understands and agrees that data, materials, and information disclosed to the Grantee may contain confidential and protected data, including confidential individual information concerning alcohol and drug abuse patient records. Therefore, the Grantee promises and assures that any such confidential data,

material, and information gathered or disclosed to the Grantee for the purposes of this Grant and specifically identified as Confidential Information will not be disclosed or discussed with others without the prior written consent of IYSA. The Grantee and IYSA shall comply with applicable requirements under 42 CFR Part 2 and any other applicable federal or state statutory or regulatory requirements. The Grantee shall immediately report any unauthorized disclosures of these records to IYSA's representative listed in Section 27(A)(1) [Notice to Parties].

28. Termination for Breach.

- A. Failure to complete the services and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the IYSA or 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 IYSA's or the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Safe Place Services/Program or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State, through IYSA's administration, all funds not spent in conformance with this Grant Agreement.

29. 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.

30. Travel.

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

31. Waiver of Rights.

No right conferred on either party under this Grant shall be deemed waived, and no breach of this Grant excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither IYSA's review, approval or acceptance of, nor payment for, the services required under this Grant shall be construed to operate as a waiver of any rights under this Grant or of any cause of action arising out of the performance of this Grant, and the Grantee shall be and remain liable to IYSA in accordance with applicable law for all damages to IYSA caused by the Grantee's negligent performance of any of the services furnished under this Grant.

32. Criminal and Background Checks.

To ensure Grantee remains in compliance with the Grant, Grantee shall be responsible for modifying its practices to comply with all applicable federal and state laws, administrative letters, DCS Policies 13.3 and 13.4, which includes, but are not limited to the following:

- A. This Section applies to all directors/chief executive officers, facility managers, licensing applicants and other heads of agencies, by whatever title, and each employee or volunteer (including interns) of the Grantee or any subcontractor or subcontractor's employee who performs any service or activity pursuant to this Grant ("Covered Personnel"). The Grantee (referred to in this Section as Provider) shall be responsible for performing and ensuring Covered Personnel undergo all checks of local criminal records and backgrounds required by law, this Grant, Administrative Letter, and applicable DCS policies found at <https://www.in.gov/dcs/2354.htm> (or successor website) ("Required Checks"). Any person who might serve as a substitute for a Covered Personnel position, even in emergency circumstances, shall undergo the Required Checks for that position. All Required Checks must be completed and all outstanding issues resolved *prior* to the Covered Personnel commencing contractual duties. The Provider has an ongoing obligation to conduct Required Checks for employees, volunteers, interns, subcontractors, and subcontractor's employees who join the Provider or subcontractor(s) after this Grant begins. Such persons may not provide any services that involve children or their records before the requisite checks have been completed and all outstanding issues resolved.
- B. The Required Checks will be conducted in the same manner as required for licensed residential child caring institutions, with respect to IC § 31-27-3-3, subsections (e)(1) and (f). As applicable laws and DCS' policies and practices are updated periodically, the Provider shall comply with the most current laws and DCS' policies. Upon written request, IYSA will furnish the Provider with information on updates and any changes in policy or procedure.
- C. The Provider shall maintain records of information it gathers and receives on Covered Personnel checked pursuant to this Section, and such records shall be provided to the IYSA or DCS or be made available for inspection by authorized representatives of the IYSA or DCS upon request.
- D. At the time the Grantee submits this Grant for signature, and annually upon the anniversary of the effective date of this Grant, the Provider shall collect and verify all documentation demonstrating the Required Checks of Covered Personnel have been completed and are compliant with the then-existing law and DCS policy. The Provider shall furnish such documentation related to these Required Checks as IYSA or DCS requests.
- E. National fingerprint-based criminal history checks relating to Covered Personnel are required to be conducted through DCS' approved fingerprint vendor in accordance with the terms and conditions stated in IC §§ 10-13-3-38.5 and 39. The results of the national fingerprint-based criminal history checks will be returned to DCS as an authorized entity to receive the results. DCS will inform the Provider whether the report it receives concerning the subject of a check shows any record that would be grounds for denial of his/her ability to provide services and/or perform activities pursuant to this Grant. If any Covered Personnel receive a response of conditionally disqualified or disqualified, further

follow up is required. If the result is disqualified, then the individual may be eligible for a waiver. The Provider should contact the DCS Central Office Background Check Unit to determine if the individual is eligible and to apply for the waiver. DCS will not release to the Provider any criminal history record information contained in any report that it receives from the Federal Bureau of Investigation through the Indiana State Police. If the Provider requests a waiver of criminal history, DCS will inform the Provider of the decision on the waiver request.

- F. In the event a criminal history or background check required herein produces any record concerning the subject of a check that would be a ground for denial of his or her ability to provide services and/or perform activities pursuant to this Grant and the Provider chooses to retain such employee or volunteer, that decision may be considered a material breach of this Grant Agreement.
- G. The Provider will be responsible for payment of all fees required to be paid for conducting any check required under this Section, whether the check is conducted by the Provider or by DCS. Any fees paid by DCS on behalf of the Provider may be offset against any claim for payment submitted by the Provider under this Grant Agreement.

33. Penalties/Interest/Attorneys' Fees

IYSA will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorneys' fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from IYSA's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

34. Fees.

The Grantee and its subcontractors shall impose no fees upon the recipients of any services provided through this Grant Agreement.

35. Project Budget and Budget Modification

The Grantee shall not spend more than the amount as described in the contract award letter sent separately, nor shall the Safe Place Services/Program's costs funded by this Grant Agreement and those funded by the local and/or private share be amended without the prior written consent of IYSA.

36. Environmental Tobacco Smoke.

The Grantee agrees to comply with all provisions of 20 U.S.C. 6081 et seq., and any regulations promulgated thereunder. In particular, the Grantee agrees that it will require that smoking be prohibited in any portion of an indoor facility, other than a private residence, regularly used for the provision of health, day care, education or library services to children under the age of eighteen (18) and that it will comply with all applicable requirements of the statute and regulations. The Grantee further agrees that it will require

the language of this condition to be included in any subcontractors which contain provisions for services to children.

37. Lobbying Activities.

- A. Grantee agrees to follow all guidelines pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder.
- B. If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Grant Agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying".
- C. The Grantee shall require that the language of this certification be included in any subcontractors and that all subcontractors shall certify and disclose accordingly.
- D. The foregoing certification is a material representation of fact upon which reliance was or will be placed when entering into this Grant and any transactions with IYSA. Submission of this certification is a prerequisite for making or entering into any transaction as imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

38. Religious or Political Activities.

- A. IYSA and the Grantee agree that services provided pursuant to this Grant shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder. The Grantee agrees that, if it otherwise conducts religious activities as part of its organization, any inherently religious activities must be offered separately, in time or location, from the programs or services funded with direct federal financial assistance and participation must be voluntary for beneficiaries of the programs or services funded with such assistance.
- B. The Grantee certifies that any funding provided by IYSA pursuant to this Grant shall not be used to further any type of political or voter activity.

39. Program Income.

Any program income earned by the Grantee from activities conducted with funds obtained through this Grant Agreement must be maintained and expended by the Grantee in the program from which the funding was derived, in accordance with applicable state and/or federal program rules, regulations, and policies. The Grantee must maintain and provide to IYSA an accounting of all program income earned as a result of funds being provided through this Grant Agreement.

40. Registration to Provide Services in Indiana.

If the Grantee is a corporation, limited partnership, or limited liability company, the Grantee represents and certifies that it has filed all documents required by law with the Secretary of State of Indiana and that the Grantee is, and will continue to be, authorized to do business in Indiana during the entire term of this Grant Agreement. The Grantee further represents and certifies that it will file any annual report that becomes due during the term of this Grant Agreement, and will at all times remain in good standing with the Secretary of State of Indiana.

Any breach or failure to comply with the provisions of this Section, or any other provision of applicable law relating to maintenance of good standing of Grantee's legal authority to conduct business in Indiana in relation to the services provided under this Grant Agreement, shall be cause for immediate termination of this Grant Agreement

41. Severability.

The invalidity of any section, subsection, clause or provision of this Grant Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Grant Agreement

42. Successors and Assignees.

The Grantee binds its successors, executors, administrators, and assignees to all covenants of this Grant Agreement. Except as set forth above herein, the Grantee shall not assign, sublet or transfer any interest in this Grant Agreement without the prior written consent of IYSA.

43. Taxes.

IYSA will not be responsible for any taxes levied on the Grantee as a result of this Grant Agreement.

44. Entire Agreement.

This Grant Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and all prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. No understandings, agreements, or representations, oral or written, not specified in this Grant Agreement will be valid provisions of this Grant Agreement. Except in accordance with the provisions provided herein, this Grant Agreement shall not be modified, supplemented, or amended in any manner.

45. Remedies Not Impaired.

No delay or omission of IYSA in exercising any right or remedy under this Grant Agreement shall impair any such right or remedy or constitute a waiver of any default or any acquiescence thereto.

46. Waiver of Rights.

No right conferred on either party under this Grant Agreement shall be deemed waived and no breach of this Grant Agreement excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right.

47. Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified or changed any part of this Grant Agreement.

48. Public Record.

The Grantee acknowledges that IYSA and the State will not treat this Grant as containing confidential information. Use by the public of the information contained in this Grant shall not be considered an act of IYSA or the State.

49. Representations and Warranties of the Grantee.

- A. The Grantee expressly represents and warrants to the IYSA that it is eligible to receive these Grant funds and that the information set forth in Grantee's RFP Response 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 RFP Response.
- 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.

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SIGNATURE PAGE

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Grantee, or that he/she is the properly authorized representative, agent, member or officer of the Grantee, that he/she has not, nor has any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face of this Grant Agreement.

In Witness Whereof, the Grantee and IYSA 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 hereby agree to the terms thereof.

Grantee: YSB of Monroe County

By Vanessa Schmidt
Pri Vanessa Schmidt

Title: Executive Director

Date: 8/20/2026

Indiana Youth Services Association



By: _____
David Westenberger, CEO

Date: August 11, 2026

Resolution 2026-29

2027 Target Fund Balance Resolution

WHEREAS, the Monroe County Council (“Council”), in its capacity as the fiscal body tasked with adopting the County’s annual budget, fixing tax rates for the county to raise funds to meet the county’s budgetary needs, appropriating public funds and establishing salaries for all county employees, recognizes the need to maintain a target fund balance for selected operating funds of the County to ensure an adequate operational cash flow and a margin of safety to protect against fluctuations in future revenues and to fund payroll; and

WHEREAS, the County utilizes a bond rating agency to assess the creditworthiness of both the County’s debt securities and their issues and the bond rating agency often examines the financial variables of the County including but not limited to the cash flow analysis, debt ratios and liquidity measures; and

WHEREAS, it is a recommendation of the bond rating management that as a good management practice to have a Cash Management Policy in written form; and

WHEREAS, the Council's goal of setting target cash balances can also serve the County in the following ways:

- (1) Establishing target fund balances is helpful to prevent the County from needing to borrow from outside sources for cash flow purposes.
- (2) Establishing target fund balances allows the County to have contingencies in the event of revenue shortfalls.
- (3) Establishing target fund balances increases the likelihood of the County receiving a favorable bond rating, and
- (4) Establishing target fund balances will assist the Council in sound budgetary practices and decision-making.

WHEREAS, the Council recognizes that maintaining a target fund balance for the funds listed is a necessary and beneficial financial policy to enact in order to ensure adherence to informed and responsible fiscal decision making that promotes efficient and transparent use of funds to best address both the county’s short-term and long-term fiscal needs.

NOW THEREFORE BE IT RESOLVE that the Council hereby sets the following policy:

1. The Council identifies that it would be ideal to maintain the following target fund balances in each of the referenced funds as identified in “Exhibit A,” which is attached, made part of and incorporated into this Resolution.
2. The Council will review the balances of the funds referenced in “Exhibit A” / reports provided by the Auditor periodically to ensure that each fund’s balance is at least above the target balance and review this Resolution annually to make any necessary adjustments based on recommendations from Council’s financial advisors. During the annual review, Council will determine whether the fund balance requires Council action including but not limited to the authorization of transferring cash via Council resolution. To assist the Council in monitoring the fund balances, the Council request the cooperation of the County Auditor’s Office in the following ways:
 - a. The Council requests that the Auditor’s Office provide a report reflecting cash balances of the funds referenced in “Exhibit A,” on a quarterly basis. Reports will be provided in January, April, July and October on an annual basis. Reports can be provided more frequently upon request of the Council.

- b. The Council requests that the Auditor’s Office provide a summary of the cash balances of the funds referenced in “Exhibit A” at the first meeting in August of the Council. This summary will be beneficial to the Council in preparation for budget sessions beginning in September of each year.
- c. The Council requests that the Auditor’s Office review the funds referenced in “Exhibit A” on a monthly basis to ensure that the fund’s cash balance is not below the target balance. This request is to help identify patterns and projection to ensure that the target funds referenced in “Exhibit A” are at the target balance or above on December 31st of each year. In the event that a fund’s balance becomes below the target balance, the Auditor’s Office will notify the Council’s Office. Council discussion will occur at second meeting of January to determine if any action is necessary to remedy funds below the target balance.
- d. The Council requests that prior to the first meeting of the Council in December, the Auditor’s Office and Council Office will review the cash balance of the referenced funds within “Exhibit A.” At the first meeting of the Council in December, the Council requests that the Auditor’s Office make a recommendation to Council regarding potential fund transfers.
- e. The Council will evaluate the Resolution establishing target balances for the identified funds each year in July or August to either reaffirm the balances or to make any necessary adjustments.

Presented to and adopted this 11th day of August, 2026, by the Monroe County Council of Monroe County, Bloomington, Indiana.

MONROE COUNTY COUNCIL

☐ Aye ☐ Nay ☐ Abstain ☐ Not Present	_____ Jennifer Crossley, President
☐ Aye ☐ Nay ☐ Abstain ☐ Not Present	_____ Peter Iversen, President Pro Tempore
☐ Aye ☐ Nay ☐ Abstain ☐ Not Present	_____ Trent Deckard, Councilor
☐ Aye ☐ Nay ☐ Abstain ☐ Not Present	_____ Marty Hawk, Councilor
☐ Aye ☐ Nay ☐ Abstain ☐ Not Present	_____ Liz Feitl, Councilor
☐ Aye ☐ Nay ☐ Abstain ☐ Not Present	_____ David G. Henry, Councilor
☐ Aye ☐ Nay ☐ Abstain ☐ Not Present	_____ L. Kate Wiltz, Councilor

ATTEST:

 Brianne Gregory, Auditor
 Monroe County, Indiana

 Date

Resolution 2026-29
2027 Target Cash Balance Resolution
“Exhibit A”

Fund Number	Fund Name	2027 Target Fund Balance
1000	General Fund	\$15,000,000.00
1107	Aviation Fund	\$250,000.00
1114	LIT- Special Purpose	\$1,000,000.00
1176	Motor Vehicle Highway	\$750,000.00
1159	Health	\$500,000.00
1170	Public Safety LIT	\$1,000,000.00
1186	Rainy Day	\$10,000,000.00
1224	Reassessment	\$400,000.00
1112	LIT EDIT	\$1,000,000.00
4700	Self-Insurance	\$1,500,000.00
1138	Cumulative Capital Development	\$1,000,000.00
1215	Election	\$750,000.00

PENDING 2027 BUDGET ITEMS

LIT - ECONOMIC DEVELOPMENT, FUND 1112

ACCOUNT	ACCOUNT DESCRIPTION	LOCATION/ DESCRIPTION	REQUESTED AMOUNT	FROM FUND & LOCATION	FUND NAME	NOTES
30041	Software	0106 - TSD	1,500,000	1138-0000	Cumulative Capital Dev	
18001	FT Self-Insurance	0309 - Emp Srvcs	18,038	1138-0000	Cumulative Capital Dev	<i>GIS Coordinator moved to General-Surveyor Fund)</i>
18001	FT Self-Insurance	0309 - Emp Srvcs	7,352,109	1000-0309	County General-Emp Srvcs	<i>FTE = 407.59 Positions</i>
30006	Contractual Services	0530 - Hwy Admin	1,000,000	1000-0530	County General-Hwy Adm	<i>Community Crossing Projects</i>

PENDING LIT-ECON DEV TOTAL 9,870,147