

Contract Agreement

Procedural Bulletin # 3

Purpose

To provide the contract template as it is written in the executed contractual agreement.

Contract Agreement Template

GRANT AGREEMENT

Contract ID #00000000000000000000XXXXX

This Grant Agreement (this "Grant Agreement"), entered into by and between **Indiana Department of Correction** (the "State") and **Board of Commissioners and Auditor of XXXXXXXXXXXXX County** (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Grant Funds.

The purpose of this Grant Agreement is to enable the State to award a grant of \$XXX,XXX.00 (of which \$0.00 is allocated for Adult Community Corrections, \$0.00 is allocated for Jail Treatment, \$0.0 is allocated for Probation, \$0.00 is allocated for Prosecutors' Diversion, and \$0.00 is allocated for Court Recidivism Reduction Programs) to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibits A** of this Grant Agreement, which are incorporated fully by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code §11-12-2-1 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant

Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

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

3. Implementation and Reporting of the Project.

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

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a [weekly/monthly/quarterly] basis and shall contain such detail of progress or performance on the Project as is requested by the State.

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

1) Community Corrections Advisory Board

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

2) Procedural Manual or Indiana Department of Correction State Policies

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

3) Reporting

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

- Community Corrections shall provide data according to the Quarterly Resource Manual.
- A grant funded entity shall report at minimum the ~~proposed replacement~~ data set forth in 33-38-9.5-2

Grantee agrees to furnish Department with an annual report which shall contain an evaluation of the activities of the program, recommendations for improvement, modification, or discontinuance

of the program or such other data which Department might reasonably require. The annual report shall be submitted to the Department no later than sixty (60) days following the end of the State's fiscal year.

4) Funding

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

In lieu of returning unexpended funds to the State at the end of the project, a sum equal to such funds not expended or encumbered, from this grant may be subtracted from the new grant and the funds remaining with Grantee may be used in furtherance thereof.

5) Accounting: Non Co-mingling of Funds

Grantee shall establish a separate fund to be known as the "Community Corrections Grant Fund" for the purpose of receiving and disbursing funds pursuant to this Grant Agreement. This fund shall be used only for funds received pursuant to this Grant Agreement and shall not be co-mingled with any other funds received by the County Corrections Agency. Disbursement records shall be kept in a manner prescribed by the Department and the State Board of Accounts and shall be available to the Department and/or the State Board of Accounts upon request. Grantee further agrees that Project income (i.e. user fees or other income derived from the operation of a Community Corrections Program funded by a state grant) shall be disbursed only in furtherance of the approved community corrections program and only with the prior approval of the Department in accordance with *Procedural Manual*. A separate fund shall be established for Project income and identified as the "Community Corrections Project Income Fund." Expenditures from this fund shall be accounted for in the same manner as all other expenditures of Community Corrections grant money.

6) Accounting: Maintenance of Records

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

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

7) Audits

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

8) Payments

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

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

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

9) Subcontractors

All subcontracts funded through this grant agreement, or subcontracts with entities that provide goods or services to programs funded through this grant agreement, shall be subject to all the conditions and requirements contained herein, including but not limited to inspections, audits, licensing, professional standards, and accounting standards and procedures. All contracts issued by the grantee related to this Project, as detailed above, must contain a clause specifying this requirement.

10) Standards and Licensing

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

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

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

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

11) Project Monitoring

Grantee agrees to allow Department to inspect its program activities and examine the records of the Community Corrections grant fund or funds created as a result of support by the Community Correction grant fund.

In addition to project monitoring requirements stated in the Grant Agreement, grantee shall make available upon request a detailed listing of all costs by Project budget line item which are accrued yet unpaid, if any.

12) Work Release Center and Jail Inspections

If a Work Release Center is operated, the facility must have an inspection completed by the Indiana Association of Community Correction Act Counties (IACCAC) Residential Advisory Committee,

the Indiana Department of Correction, or an outside agency approved in advance by either the Department of Correction or the IACCAC Residential Advisory Committee to conduct inspections of such facilities. Inspections must be completed on a bi-annual basis at minimum. Grantee must forward an electronic copy of the inspection report to the Department within forty-eight (48) hours of receiving it. If the inspection report requires that improvements or revisions be made to the program, facility, or any of the components thereof, a plan of correction must be submitted electronically to the Department within twenty-four (24) hours of submission to the agency performing the inspection. Results and documentation from any follow-up inspections must be submitted electronically to the Department within forty-eight (48) hours of receipt by the Grantee.

13) Evidence-Based Practices

Grantee shall implement and utilize evidence-based practice models for both post-conviction and pre-conviction. Programs receiving state grant funding that supervise post-conviction participants must supervise participants and provide programs and services consistent with all Principles of Effective Interventions published by the National Institute of Corrections. These include:

- Assess Actuarial Risk/Needs
- Enhance Intrinsic Motivation
- Target Interventions
- Skill Train with Directed Practice
- Increase Positive Reinforcement
- Engage Ongoing Support in Natural Communities
- Measure Relevant Processes/Practices
- Provide Measurement Feedback

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

14) Assessments

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

15) Property Rights

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

4. Term. This Grant Agreement commences on **July 01, 201X** and shall remain in effect through **June 30, 201X**. Unless otherwise provided herein, it may be extended or renewed upon the written agreement of the parties and in conformance with IC §5-22-17-4, and as permitted by the state or federal law governing this Grant.

5. Grant Funding.

A. The State shall fund this grant in the amount of **\$XXX,XXX.00.00 (of which \$0.00 is allocated for Adult Community Corrections, \$0.00 is allocated for Jail Treatment, \$0.0 is allocated for Probation, \$0.00 is allocated for Prosecutors' Diversion, and \$0.00 is allocated for Court Recidivism Reduction Programs)** The approved Project Budget is set forth as **Exhibit A** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

A. If advance payment of all or a portion of the grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC §4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

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

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

D. Claims shall be submitted to the State within **15** calendar days following the end of the [month/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 **15** calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within **15** calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a

monthly only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State.

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

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

- A. whether Project activities are consistent with those set forth in **Exhibit A**, 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 A** 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. Audits and Maintenance of Records.

- A. 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. REMOVED BY AGREEMENT OF THE PARTIES.

9. Compliance with Laws.

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are**

defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this grant. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General’s website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee’s liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDO.A). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC §5-22-3-7:

(1)The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

- (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
- (ii) IC §24-5-12 [Telephone Solicitations]; or
- (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2)The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement even if IC §24-4.7 is preempted by federal law.

10. 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.

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

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

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

12. Funding Cancellation. 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. 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.

14. 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. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

15. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including 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.

16. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

**Kristen Banschach, Director Community Corrections
Indiana Department of Correction
302 West Washington Street, Room E334
Indianapolis, IN 46204**

B. Notices to the Grantee shall be sent to:

XX
XX
XX

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

17. Order of Precedence. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: **(1) this Grant Agreement (2) the Community Corrections Grant Act Procedural Manual (maintained online at www.in.gov/idoc), (3) exhibits prepared by the State, (4) exhibits prepared by Grantee; (5) Invitation to Apply for Grant; and (6) the Grant Application.**

18. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and 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.

19. 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.

20. Federal and State Third-Party Contract Provisions. REMOVED BY AGREEMENT OF THE PARTIES.

21. HIPAA Compliance If this grant involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Grantee covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

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

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

24. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State’s Boilerplate clauses (as defined in the *2016 OAG/IDOA Professional Services Contract Manual*) in any way except for the following clauses which are named below:

- 1. Purpose of this Grant Agreement Grant Funds.** *Amended to include component funding breakdown.*
- 3. Implementation of and Reporting on the Project.** *Amended to include component funding breakdown.*
- 5. Grant Funding.** *Amended to include component funding breakdown.*
- 8. Audits and Maintenance of Records.** *Removed by agreement of the parties due to non-relevance.*

17. Order of Precedence. *Revised to accommodate Community Corrections Grant requirements.*
20. Federal and State Third-Party Contract Provisions. *Removed by agreement of the parties due to non-relevance.*
21. HIPAA Compliance. *ADDED*
22. Licensing Standards. *ADDED*
23. Ownership of Documents and Materials. *ADDED*

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Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant 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.**

In Witness Whereof, Grantee and the State have, through their duly authorized representatives, entered into this Grant. The parties, having read and understood the foregoing terms of this Grant, do by their respective signatures dated below agree to the terms thereof.

XXXXXXXXXXXX County

Indiana Department of Correction

By: _____

By: _____

Name and Title, Printed

Robert E. Carter, Jr., Commissioner

Date: _____

Date: _____

Approved by:

Approved by:

Indiana Department of Administration

State Budget Agency

By: _____(for)

By: _____(for)

Jessica Robertson, Commissioner

Jason D. Dudich, Director

Date: _____

Date: _____

APPROVED as to Form and Legality:

Office of the Attorney General

_____ (for)

Curtis T. Hill, Jr., Attorney General

Date: _____

Approved by:

Indiana Office of Technology

NOT APPLICABLE

By: _____ (for)

Deward Neely, Chief Information Officer

Date: _____