

GRANT AGREEMENT

This Grant Agreement (“Grant Agreement”), entered into by and between the Indiana Supreme Court, Office of Judicial Administration, (“OJA”) and _____ (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.

A. The purpose of this Grant Agreement is to award grant funds in an amount not to exceed the amount set forth in the Grant Award Letter (the “Grant Amount”) to the Grantee for the following eligible activities: in-person or video remote interpreter services during court proceedings, in public access areas such as a clerks’ office or in other interactions with court staff for court business, for court-provided or mandated services, programs, or activities and translation services all by Court Certified or Court Qualified interpreters (the “Project”) as described in the Grant Application (“**Exhibit A**”) and as described more fully in the Court Interpreter Grant Program Terms and Conditions (“**Exhibit B**”). The Grant Award Letter, **Exhibit A** and **Exhibit B** are each expressly incorporated herein and made a part of this Grant Agreement, and all references to this Grant Agreement shall include and incorporate **Exhibit A** and **Exhibit B**.

B. The grant funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with any applicable Indiana Code provisions, as well as any applicable rules or policies established by the Indiana Supreme Court. The grant funds received by the Grantee pursuant to this Grant Agreement shall only be used to implement the Project or provide the services in compliance with this Grant Agreement and for no other purpose.

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to OJA that it is statutorily eligible to receive these grant funds and that the information set forth in the Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all grant funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the grant funds, or it made any material misrepresentation on the 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, 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 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 OJA if any subcontractor becomes debarred or suspended, and shall, at the OJA’s request, take all steps required by the OJA to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

D. The Grantee certifies that it shall not expend any part of the Grant Amount for any other purpose other than the Project.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with the plans and specifications contained in **Exhibit A**. Any modification of the Project from the description given in **Exhibit A** shall require prior written approval of OJA.

B. The Grantee shall submit to OJA written progress and financial reports until the completion of the Project. These reports shall be submitted in accordance with the requirements set forth in **Exhibit B** and shall contain such detail of progress on and financing of the Project as is requested by OJA.

4. Term. This Grant Agreement is effective as of **July 1, 2024**, and shall remain in effect through **June 30, 2025**, or until the grant funds are expended, whichever is sooner (the “Term”). However, OJA may de-obligate any portion of the Grant Amount that has not been expended by the Grantee in accordance with the Benchmarks set forth below.

5. Benchmarks.

The Grantee understands, acknowledges, and agrees that **Seventy-five percent (75%)** of the Grant Amount must be expended by the Grantee by **April 15, 2025**.

OJA may, in its sole discretion, de-obligate and/or re-distribute all or any portion of the Grant Amount if any of the following events occur: (1) the Grantee fails to comply with Court Interpreter Grant Program Terms and Conditions; (2) the Grantee fails to meet any benchmark, or deadline; or (3) the OJA concludes that is not likely that the Grantee will meet the benchmark or expenditure deadline.

6. Grant Funding.

A. OJA shall fund this Grant Agreement during its Term, unless terminated sooner or de-obligated and re-distributed, as set forth in this Grant Agreement.

B. The Project Budget is set forth in **Exhibit A**. The Grantee shall not make modifications to any line item in the Project Budget without the prior written consent of OJA, 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 OJA.

C. 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 OJA and this Grant Agreement has been fully executed by OJA and the Grantee.

7. Payment of Claims.

A. All payments to the Grantee shall be made 35 days in arrears of OJA’s receipt of Grantee’s Claim Voucher in conformance with State fiscal policies and procedures. As required by IC 4-13-2-14.8, all payments will be direct deposited 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’s Office.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by OJA. Such Claim Vouchers must be submitted via email to supct.payables@courts.IN.gov with accurate supporting documentation of the court interpreter services that were provided.

C. The Grantee shall promptly repay OJA for any grant funds it utilizes for expenses that are deemed “ineligible” by any of the following: OJA, the Indiana State Board of Accounts, any audit, or the Court Interpreter Grant Program Terms and Conditions set forth in **Exhibit B**.

8. Project Monitoring. OJA 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 OJA or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with the terms and conditions set forth in this Grant Agreement, the Grant Application set forth in **Exhibit A**, and the Court Interpreter Grant Program Terms and Conditions set forth in **Exhibit B**;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project, or application of an in-kind match, 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 OJA.

9. Audits and Maintenance of Records. Grantee may be required to submit to an audit of the funds paid through this Grant Agreement, and shall make all books, accounting records and other documents (invoices, paystubs, etc.) available at all reasonable times during the term of this Grant Agreement and for a period of three years after final payment for inspection by the State Board of Accounts, OJA or its authorized designee. Copies shall be furnished to OJA at no cost.

10. 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 OJA 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 of Indiana 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 this Grant, 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 or its agents violate any applicable ethical standards, OJA 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 of Indiana or OJA. The Grantee agrees that any payments currently due to the State of Indiana or to OJA 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 of Indiana or OJA.

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 OJA of any such actions. During the

term of such actions, the Grantee agrees that OJA may suspend funding for the Project.

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 OJA. 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 OJA.

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 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.

(C) 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, has not violated the terms of IC 24-4.7 in the previous 365 days, even if IC 24-4.7 is preempted by federal law; and

(D) 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.

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 OJA 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.

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

12. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated 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.

13. Funding Cancellation. When the Chief Administrative Officer, Office of Judicial Administration, 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 Chief Administrative Officer that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement shall be final and conclusive.

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Indemnification. Grantee shall defend, indemnify, and hold harmless OJA, its 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, employees and/or its subcontractors, if any, in the performance/provision of services under this Grant Agreement.

16. Independent Contractor. All parties hereto, in the performance of this Grant Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees of one party shall not be deemed or construed to be the employees or agents of the other parties for any purpose whatsoever. Neither party will assume liability for any injury to any persons or any damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.

17. Nondiscrimination. The Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant Agreement 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, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. To the extent applicable, Grantee also agrees to comply with 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 understands that OJA 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.

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

A. Notices to OJA shall be sent to:

Manpreet Kaur, Program Coordinator
Indiana Office of Judicial Administration
Office of Diversity, Equity & Inclusion
251 North Illinois St., Suite 1600
Indianapolis, IN, 46204-1943

manpreet.kaur@courts.in.gov

With a copy to

Aaron Johnson, General Counsel
Office of Judicial Administration
251 N. Illinois Street, Suite 1600
Indianapolis, IN 46204
legalnotices@courts.in.gov

B. Notices to the Grantee shall be sent to: (Include contact name and title, mailing and e-mail address)

19. Order of Precedence. 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; (2) this Grant Agreement; (3) the Court Interpreter Grant Program Terms and Conditions; (4) the Grant Award Letter; (5) the Grant Application; and (6) exhibits prepared by Grantee.

20. Public Record. The Grantee acknowledges that OJA will not treat this Grant Agreement as containing confidential information. Information not excepted from disclosure pursuant to IC 5-14-3-4 will not be treated as confidential information. OJA does not have a duty to provide notice to Grantee regarding any disclosure of information related to this Grant Agreement made by OJA. Use by the public of information contained in this Grant Agreement shall not be considered an act by OJA.

21. Termination for Breach.

- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle OJA to suspend grant payments, and suspend the Grantee's participation in OJA grant programs until such time as all material breaches are cured to OJA'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 OJA all grant funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by OJA whenever, for any reason, OJA determines that such termination is in the best interest of OJA. Termination shall be affected by delivery to the Grantee of a Termination Notice, specifying effective date of termination and extent of termination. The Grantee shall be compensated for completion of the Project properly completed prior to the effective date of termination. OJA 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 Grant Amount.

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

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.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Grant Agreement by accessing the electronic signature tool in DocuSign and to electronically submit this Grant Agreement to OJA. I understand that my signing and submitting this Grant Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Grant Agreement in this fashion I am affirming the truth of the information contained therein and my authority to bind the Grantee.

In Witness Whereof, Grantee and OJA 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.

Grantee

By: _____

Name: _____

Title: _____

Date: _____

Indiana Office of Judicial Administration

By: _____

Name: Justin P. Forkner

Title: Chief Administrative Officer

Date: _____

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