



EXECUTIVE DOCUMENT SUMMARY

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

RECEIVED

NOV 16 2023

IDA CONTRACT

1. EDS Number: A27-24-004		2. Date prepared: 10/05/23	
3. CONTRACTS & LEASES			
☐ Professional/Personal Services ☒ Grant ☐ Lease ☐ Attorney ☐ MOU ☐ QPA		☐ Contract for procured Services ☐ Maintenance ☐ License Agreement ☐ Amendment # ☐ Renewal # ☐ Other	
FISCAL INFORMATION			
4. Account Number: 13207		5. Account Name: Voting System Technical Oversight Program	
6. Total amount this action: \$1,500,000.00		7. New contract total: \$1,500,000.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year: Year ²⁴ \$ <u>750,000.00</u> Year <u> </u> \$ <u> </u> Year ²⁵ \$ <u>750,000.00</u> Year <u> </u> \$ <u> </u> Year <u> </u> \$ <u> </u> Year <u> </u> \$ <u> </u> Year <u> </u> \$ <u> </u> Year <u> </u> \$ <u> </u> Year <u> </u> \$ <u> </u> Year <u> </u> \$ <u> </u>			
TIME PERIOD COVERED IN THIS EDS			
11. From (month, day, year): 07/01/2023		12. To (month, day, year): 06/30/2025	
13. Method of source selection: ☒ Bid/Quotation ☐ Emergency ☐ RFP # <u>A27-06</u> ☐ Other (specify) <u> </u>		☒ Negotiated ☐ Special Procurement	
35. Will the attached document involve data processing or telecommunications systems(s)? ☐ Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 3-11-16; 3-11-7; 3-11-7.5; 3-11-13; 3-11-14.5; 3-11-15; 3-11-17; 3-11-18.1			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) N Continuation of the Voting System Technical Oversight Program, pursuant to IC 3-11-16, as detailed in Exhibit A.			
38. Justification of vendor selection and determination of price reasonableness: Ball State University was selected in 2007 as th principal program grantee subject to RFP A27-06, and has been the sole-source program service provider since. The Agency had determined that the negotiated rates for services are reasonable and commercially competitive.			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.) A. Negotiations with the grantee over university sponsored program overhead charge rate continued beyond the services start date - and did not effect those rates or terms; B. Adminstratin of the reassignment of the program fund center in HB 1001, resulted in delay in reestablishment of the fund center and availablity of the funds.			
40. Agency fiscal officer or representative approval 		41. Date Approved 11/13/23	
44. Attorney General's Office approval 		45. Date Approved 12/15/23	
46. Agency representative receiving from AG		47. Date Approved	
AGENCY INFORMATION			
14. Name of agency: Indiana Secretary of State		15. Requisition Number: N/A	
16. Address: 200 W. Washington St. Room 201 Indianapolis, IN 46204			
AGENCY CONTACT INFORMATION			
17. Name: Jerold A. Bonnet, General Counsel		18. Telephone #: 317-232-6534	
19. E-mail address jbonnet@sos.in.gov			
COURIER INFORMATION			
20. Name: Jerold A. Bonnet, General Counsel		21. Telephone #: 317-232-6534	
22. E-mail address: jbonnet@sos.in.gov			
VENDOR INFORMATION			
23. Vendor ID Number: 0000051259			
24. Name: Ball State University		25. Telephone #: 765-285-6784	
26. Address: 2000 University Ave. Muncie, IN 47306			
27. E-mail address: vstopdir@bsu.edu			
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) ☒ Yes ☐ No			
29. Primary Vendor: M/WBE/IN-Veteran Minority: ☐ Yes ☒ No Women: ☐ Yes ☒ No IN-Veteran: ☐ Yes ☒ No		30. Primary Vendor Percentages: 100 %	
31. Sub Vendor: M/WBE/IN-Veteran Minority: ☐ Yes ☒ No Women: ☐ Yes ☒ No IN-Veteran: ☐ Yes ☒ No		32. If yes, list the %: Minority: <u> </u> % Women: <u> </u> % IN-Veteran: <u> </u> %	
33. Is there Renewal Language in the document? ☐ Yes ☒ No		34. Is there a "Termination for Convenience" clause in the document? ☒ Yes ☐ No	

BOX # 1	The EDS number is constructed by combining the agency identification number, the fiscal year, and the last section is assigned by your agency as a unique identifier. MUST BE COMPLETED.
2	Enter the date the EDS is being prepared for routing.
3	Place a check mark by the appropriate type of agreement being routed. If the agreement is a renewal or amendment please insert the sequence number (<i>i.e. renewal #1, amendment #2</i>)
4 & 5	Enter the account number and account name that will fund this agreement.
6	Enter the dollar amount of the agreement being routed.
7	Enter the total dollar amount of the entire agreement (<i>i.e. original contract amount plus any renewals/amendments.</i>).
8	THIS ONLY APPLIES TO MONEY BEING RECEIVED BY THE STATE. Enter the amount of money being received by the agency from this agreement.
9	Enter the total dollar amount of money being received by the State for the entire agreement (<i>i.e. original contract amount plus any renewals/amendments</i>).
10	This box must be completed if a contract crosses fiscal years. Indicate the amount of funding for each appropriate fiscal year. Example: A contract starting in fiscal year 2001 and being completed in fiscal year 2002 would have 2001 with a dollar amount and 2002 with a dollar amount. Ensure that the dollar amounts listed in this box will be equal to the dollar amount for the entire agreement.
11 & 12	Enter the date the agreement will begin and end. If this date is determined by the date of the last signatory, enter an estimated date. THERE MUST BE DATES ENTERED.
13	Check the method used to select the contractor for this agreement. If a special procurement was used, you must attach an approval letter. If no solicitation occurred for contracts in the amount of \$75,000 and over, you must attach a letter of justification.
14 & 16	Enter name and address of agency requesting contract.
15	Enter a requisition number ONLY if your agency is attaching a requisition to the contract during signature cycle.
17, 18, & 19	Enter the name, telephone number and e-mail address of the individual in your agency to contact with questions about the attached agreement.
20, 21, & 22	Enter the name, telephone number and e-mail address of the individual responsible for routing this agreement.
23	Enter the Vendor ID. THIS AREA MUST BE FILLED IN TO PROCESS THE AGREEMENT.
24, 25, 26, & 27	Enter the name, telephone number, address and e-mail address of the contractor involved with the agreement. Enter the information necessary for your agency, only the name is vital for contract processing.
28	If your contractor is a corporation and the address is outside of the State of Indiana, they must be registered with the Secretary of State's office to do business with the State of Indiana. (IC 23-17-26 & IC 23-1-49-1 & IC 5-22-16-4)
29, 30 31 & 32	Check "NO" unless a minority, women, or IN-Veteran owns 51% or more of a company. If 51% or more of the company is owned, a 100% should be entered in the percentage space. If a sub-contractor is minority, women, or IN-Veteran owned, the percentage of the dollar amount of the contract performed by the sub-contractor should be entered in the percentage space.
33 & 34	Self-explanatory: Check the appropriate answer for each question.
35	Check this box if this agreement must be submitted to IOT for approval.
36	Cite applicable Indiana or Federal codes that apply to this agreement.
37	Insert a brief description of the work included in the agreement and why the state should spend the money.
38	Enter the manner of source selection. If a formal RFP were used merely, enter the RFP number. If no formal process were used, enter how your agency chose the vendor and how you determined the price offered to be reasonable.
39	If your agreement is being placed in the signature cycle more than 30 days after the agreement has started, enter an explanation as to why. (<i>i.e. start date 7/1/01 put in to signature cycle on 8/5/01</i>)
40 & 41	The agency fiscal officer should initial and date this box.

GRANT AGREEMENT

Contract # EDS A27-24-004

This Grant Agreement (this “Grant Agreement”), entered into by and between the **Indiana Secretary of State (the “State”)** and **Ball State University (the “Grantee”)**, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of **One Million Five Hundred Thousand Dollars (\$1,500,000.00)** (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 in conformance with IC 3-11-16 establishing the authority to make this Grant, as well as IC 3-7-26.3-35, IC 3-11-7, IC 3-11-7.5, IC 3-11-13, IC 3-11-14.5, IC 3-11-15, IC 3-11-17, IC 3-11-18.1, IC 3-12-13, and any rules or requirements adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

If State Funds: Program Title: **Voting System Technical Oversight Program**

2. Representations and Warranties of the Grantee.

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

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

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Exhibit 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.

4. Term. This Grant Agreement commences on July 1, 2023, or approval and execution of The Grant Agreement, and shall remain in effect through June 30, 2025. 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.

A. The State shall fund this Grant in the amount of **One Million Five Hundred Thousand Dollars (\$1,500,000.00)**. 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 30 calendar days following the end of the 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 60 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 60 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. 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 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 C** (Guidelines for Non-governmental Entities).

9. Compliance with Laws.

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

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission or visit the Inspector General’s website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may,

in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

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

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

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

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

G. As required by IC § 5-22-3-7:

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

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

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

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

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

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

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

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

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. 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.

13. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

16. Insurance. No requirement.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, 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.

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:

**Jerold A. Bonnet, Deputy Secretary of State
200 W. Washington St. Room 201
Indianapolis, IN 46204**

B. Notices to the Grantee shall be sent to:

**Elizabeth B. Haney, Director
Sponsored Program Administration
Ball State University
2000 W. University Ave.
Muncie, IN 47306-0155**

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

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) 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. Confidentiality of Data, Property Rights in Products, Copyright Prohibition and Ownership of Documents and Materials.

A. Publication and dissemination of the project results are of fundamental importance to both the State and the Grantee. The Grantee is free to publish in academic journals, present at symposia, or use any results arising out of the performance of this Contract for its own internal instructional and research, or publication (i.e. graduate theses and dissertations) objectives. Any publications or presentations referencing the State shall be made in accordance with this Article.

B. The parties agree that all information, data, findings, recommendations, proposals, by whatever name described and in whatever form secured, developed, written or produced by the Grantee in furtherance of this Contract shall be available to the State for its use and distribution at its discretion without additional charge to State. The Grantee shall take such action as is necessary under law to preserve such rights in and of the State while such property is within the control and/or custody of the Grantee. Full, immediate,

and unrestricted access to the work product of the Grantee during the term of this Contract shall be available to the State.

C. Use of these materials, other than related to Contract performance by the Grantee, that includes any reference to the State, without the prior written consent of the State, is prohibited. For any purposes outside those contemplated by this Contract, and for which the State's participation will be referenced, the State shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the Agency Head or his/her designee. The State shall have sixty (60) days to review such requests and will respond in writing to the Grantee. If the State has not responded within sixty (60) days, the request will be deemed approved.

D. The Grantee and the State agree that the distribution of proceeds from any commercial licenses for patentable or copyrightable material developed as a result of this Contract, other than publications and presentations outlined in the preceding paragraph, shall be negotiated by the parties and shall be representative of the input of each party.

Confidentiality of State Information. The Grantee understands and agrees that data, materials, and information disclosed to the Grantee may contain confidential and protected information. Therefore, except to the extent required by the Indiana Access to Public Records Act, IC § 5-14-3, the Grantee covenants that data, material and information gathered, based upon or disclosed to the Grantee for the purpose of this Contract, and specifically identified as confidential information by the State, will not be disclosed to or discussed with third parties without the prior written consent of the State."

21. Termination for Breach.

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

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

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

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

24. Federal and State Third-Party Contract Provisions. If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with applicable federal provisions.

25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard

Non-Collusion, Acceptance

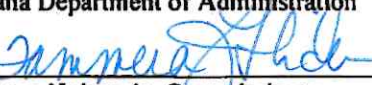
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee,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

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.

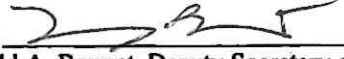
Ball State University [Grantee]

By: 
 Scott M. Stachler, Associate Vice President
 and Chief Budget Officer
 Name and Title, Printed
 Date: 11/10/2023

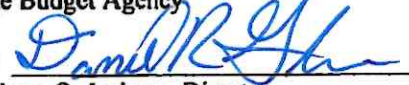
Approved by:
 Indiana Department of Administration

By:  (for)
 Rebecca Holwerda, Commissioner
 Date: 11/20/23

Indiana Secretary of State [Indiana Agency]

By: 
 Jerold A. Bonnet, Deputy Secretary of State
 Date: 11/13/2023

Approved by:
 State Budget Agency

By:  (for)
 Zachary Q. Jackson, Director
 Date: 12/7/23

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

 (for)
 Theodore E. Rokita, Attorney General
 Date: 12/15/23

Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

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

See: Paragraph 6: Payment of Claims; Paragraph 16: Insurance; Paragraph 20: Public Record.

The remainder of this page is intentionally blank.

EXHIBIT C – Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

- 1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronical submission site is found at <https://gateway.ifionline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and-additional information can be obtained using the notforprofit@sboa.in.gov email address.
- 2) A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs
- 3) Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.

GRANT # EDS A27-24-004**Exhibit A and B****Statement of Work for Grant
Between the Office of Indiana Secretary of State and Ball State University**

This Exhibit A is a Statement of Work in support of the Grant (the "Grant") between the Office of the Indiana Secretary of State and Ball State University ("Grantee" an institution referred to in IC 21-7-13-32(b)). Grantee shall provide services and deliverables to the State to implement and conduct the Voting System Technical Oversight Program ("VSTOP") pursuant to IC 3-11-16 as well as IC 3-11-7, IC 3-11-7.5, IC 3-11-13, IC 3-11-14.5, IC 3-11-15, IC 3-11-17, IC 3-11-18.1 and any rules or requirements adopted thereunder, from July 1, 2023, through June 30, 2025, as more specifically set forth herein below.

Statement of Work

Grantee shall provide the following services and deliverables pursuant to the Grant Agreement:

A) Hosting, Support, and Training for Voting System and Electronic Poll Book Inventory Application Software and Database and Provision of Voting System Lists for Public Tests.

1) Background

Grantee previously created and provided the State application software to compile and maintain an inventory of all voting systems used to conduct elections in Indiana under this Grant Agreement. The database has been expanded to include an inventory of all electronic poll books used to conduct elections in Indiana. The voting system and electronic poll book database is currently hosted on a server provided by Grantee.

For this voting system and electronic poll book database to remain current counties must enter and update information in the database via a secure password-protected connection over the Internet. The current application permits Indiana counties and the Indiana Election Division to input and maintain information on the details of a voting system and electronic poll book, including, but not limited to, certification details, component details, and contracts with vendors. The software for the voting system and electronic poll book database is capable of generating various reports that organize and display the information entered into the database. In order to maintain an accurate and updated database this activity must continue to be supported and maintained.

2) Services and Deliverables

Grantee shall provide the services, hardware, and software necessary to host the voting system and electronic poll book database through June 30, 2025, to allow for the entry of information regarding voting systems and electronic poll books, including data regarding certification, component details, and contracts with vendors. Grantee's hosting services shall include maintaining the hardware and software required to host and operate the database in a production hosting environment, hosting the platform connectivity to the database, monitoring the operations

of the database, and providing system and data backup and recovery services. Grantee shall be responsible for all hardware and third-party licenses required to host the database. Grantee shall bear the reasonable routine business and administrative expenses incurred in providing hosting services.

Grantee shall assist counties with mandatory election equipment inventory controls and record-keeping responsibilities through the reconfiguration and expansion of the election systems inventory database to include all types of equipment that may have been procured with grant funding from the Help America Vote Act (HAVA), as listed below. Not later than December 31, 2025, Grantee shall notify counties that the improved database has become available and prompt them to use the application to update and maintain inventory controls and records for HAVA grant-funded equipment.

- a) Description of the property.
- b) Serial number or other identification number.
- c) Source of funding for the property.
- d) Title holder.
- e) Acquisition date.
- f) Cost of property.
- g) Percentage of federal participation in project cost.
- h) Location, use, and condition of property.
- i) Ultimate disposition data including date of disposal and sale price, if any.

Grantee shall provide support to the county database users to perform tasks under the preceding paragraph by providing internet-based training opportunities, including web training sessions, to maintain proficiency in the use of the database for new and existing county users. These training opportunities must be scheduled at least once during each calendar year, with Grantee providing at least thirty (30) days notice to the Indiana Election Division. Grantee shall notify each county database user of each training opportunity and maintain a list of those individual users who have received this training on specific dates. Grantee shall provide a report to the Indiana Election Division no later than June 30 of each calendar year identifying the names and total number of users receiving this training.

Grantee shall support the application by providing help desk services via email during regular business hours (9:00 a.m. - 5:00 p.m. ET weekdays) to respond to county user questions in a timely manner, including user questions relating to: 1) application-related questions: functionality, how-to, *etc.*; and 2) database or other server-related/application and system issues.

A response from Grantee to an inquiry submitted to help desk will be deemed timely if provided by Grantee no later than the close of one (1) business day after receipt of the inquiry. Grantee shall keep a log of help desk contacts, and no later than June 30 of each calendar year, and more frequently upon request by the Secretary of State provide a report summarizing the number of

help desk questions submitted by email and phone, the subject matter of the questions, and the resolution of the question since the last report made under this paragraph.

In addition, not later than seventy-four (74) days before each primary, general, municipal, or special election, Grantee shall provide each county that uses an optical scan voting system to count ballots a randomly sorted list of unique identification numbers for the inventory of machines in the county to be tested by the county as part of the county's pre-election public test performed pursuant to IC 3-13-11. Grantee shall provide to each county that uses an electronic voting system to count ballots with a randomly sorted list of unique identification numbers for the inventory of machines in the county to be tested by the county as part of the county's pre-election public test performed pursuant to IC 3-11-14.5. Each list provided by Grantee must contain not less than 5% of the machines used in the county.

The Grantee shall maintain a reporting database for voting system and electronic poll book vendors to report anomalies or problems that have occurred with the voting system or electronic poll book as required by IC 3-11-17-7. The Grantee shall maintain a reporting database that will allow a vendor to comply with the requirements established in the Election System Anomaly Reporting Procedures approved on May 26, 2020. The Grantee shall maintain the reporting system until the State informs the Grantee that the Grantee is no longer responsible for maintaining the reporting system.

3) Payment

Payment for the services and deliverable as described in this section 'A' shall be made consistent with the budgetary categories as submitted in the approved proposal and upon documentation of these allowable expenses, in an amount not to exceed \$235,000. This approach is consistent with Ball State's status as an institution of higher education.

B) Review Applications, Perform Testing, and Make Recommendations to the Commission with Respect to Applications to Certify Voting Systems

1) Background

The Indiana Election Commission ("Commission") must approve an electronic voting system or an optical scan voting system (hereinafter collectively "voting system"), before the voting system may be used in an election in Indiana pursuant to IC 3-11-7.5-1 and IC 3-11-7-1.

The Commission may approve a new voting system, approve an existing voting system when the voting system's approval expires or is revoked, or approve changes to an existing voting system only if the voting system complies with applicable requirements of state statute set forth in IC 3-11-7.5, IC 3-11-7, and IC 3-11-15. In addition, the Commission must also approve a de minimis change to a voting system before the de minimis change may be implemented in Indiana.

Once an application is filed, the Commission shall, among other things, require the vendor to submit its voting system to a Testing Authority to have tests conducted to determine if the voting system complies with the standards set forth in state law. The voting system must also meet the requirements of HAVA.

State law requires that the Commission have the results of the tests conducted by the Testing Authority evaluated by the person designated under IC 3-11-16 to administer the voting system

technical oversight program ("VSTOP") before determining whether to approve the application for certification. Grantee administers the VSTOP program.

2) Services and Deliverables

Grantee shall provide the following services and deliverables to the Commission pursuant to this Grant Agreement:

- a) In accordance with IC 3-11-16-4, the Grantee shall review the applications for approval described above that are either pending before the Commission or filed during the term of this Grant Agreement. This review shall include a review of all documentation submitted in support of an application, including, but not limited to, correspondence and reports prepared by a Testing Authority. In addition, Grantee shall perform any additional testing of a voting system necessary to determine whether the voting system complies with applicable state law. Grantee's activities shall be conducted pursuant to protocols developed by Grantee in consultation with the Co-Directors of the Indiana Election Division and approved by the Commission.
- b) The Grantee shall prepare reports for the Commission that include documentation of the Testing Authority correspondence and Testing Authority report review by Grantee. The report must also include information regarding the following:
 - 1) whether the voting system application is complete and satisfactory;
 - 2) whether the voting system meets the requirements under Indiana law for approval including ballot layout and design, tabulation, and assisting a county election board in canvassing final results for each candidate, office, and public question;
 - 3) an evaluation of tests conducted by the Testing Authority;
 - 4) a recommendation regarding additional testing of a voting system necessary to determine whether the voting system complies with state law, including testing that goes beyond the face of any Testing Authority report submitted in support of the voting system approval application (if additional testing is approved by the Commission, then the additional testing shall be performed and the results must be documented in a revised report);
 - 5) whether the voting system complies with the state and federal law, as well as the HAVA Voting System Standards with respect to disability access;
 - 6) a recommendation regarding whether the Commission should approve the application based on state law and, if so, whether the approval should be subject to any restrictions or conditions to ensure compliance with Indiana law.
- c) The Grantee shall monitor and review all voting system technical bulletins, advisories, or other report issued by voting system vendors or the Election Assistance Commission, or other reports regarding voting system problems from other sources as mutually agreed upon by the Co-Directors of the Indiana Election Division, and Grantee, during the term of this Grant Agreement regarding the following voting systems:

- 1) Each voting system described in an application for approval pending before Indiana Election Commission;
- 2) Each voting system approved by the Indiana Election Commission for marketing, sale, lease, installation, implementation, or use in Indiana; and
- 3) Each voting system that may be used in elections in Indiana pursuant to IC 3-11-15-13.3(b).

After reviewing a technical bulletin, advisory, or other report as described above the Grantee shall report its analysis to the Co-Directors of the Indiana Election Division and the Indiana Election Commission immediately if the technical bulletin, advisory, or other report indicates that the voting system malfunctioned in an election or operated or will operate in a manner inconsistent with the version of the voting system as certified by the Indiana Election Commission or otherwise inconsistent with Indiana law. Grantee shall perform follow-up technical analysis and reporting with respect to the bulletin, advisory, or report as directed by the Indiana Election Commission.

- d) Grantee shall determine when a voting system has reached the end of the voting system's expected period of satisfactory performance and notify each county using the voting system of that determination.

3) Payment

Payment for the services and deliverable as described in this section 'B' shall be made consistent with the budgetary categories as submitted in the approved proposal and upon documentation of these allowable expenses, in an amount not to exceed \$325,000. This approach is consistent with Ball State's status as an institution of higher education.

C) Assist the Secretary of State in Reviewing Applications for Certification of Electronic Poll Books

1) Background

The Secretary of State is responsible, pursuant to IC 3-11-18.1-12, for approving electronic poll books for use in Indiana elections. IC 3-11-18.1-12 also provides that the person or entity conducting the VSTOP program shall examine electronic poll books being considered for approval and provide the Secretary of State with a report regarding that examination and a recommendation as to whether the electronic poll book should be approved for use in Indiana.

2) Services and Deliverables

Grantee shall provide the following activities and deliverables to the Secretary of State pursuant to this Grant Agreement:

- a. Develop and update as necessary application review and testing protocols designed to determine whether an electronic poll book meets certification standards set forth in IC 3. Modifications to the existing testing protocols are subject to the approval of the Secretary of State;

- b. Review applications requesting approval of electronic poll books that are filed with the State during the term of this Grant Agreement, including all documentation submitted in support of any application;
- c. To the extent that the testing protocols require the testing of an electronic poll book by a Testing Authority: Refer the vendor of the electronic poll book to the Testing Authority for performance of the testing and, after initial testing is performed by the Testing Authority, identify any additional testing required to be performed by the Testing Authority.
- d. Review reports of Testing Authorities and the results of Grantee's tests to determine if an electronic poll book meets certification standards set forth in IC 3; and
- e. Prepare reports for the Secretary of State that includes documentation received from a Testing Authority and Grantee's analysis of that documentation. In addition, reports must include information regarding the following:
 - 1) Whether the electronic poll book application is complete and satisfactory.
 - 2) Whether VSTOP has reviewed tests of the poll book by an approved voting system testing laboratory.
 - 3) Whether VSTOP has conducted a field test.
 - 4) Whether VSTOP has documentation of satisfactory escrow of the poll book's software, firmware, source codes and executable images.
 - 5) Whether the electronic poll book correctly and efficiently transmits data to and from the Web Service Framework functionality in the SVRS.
 - 6) Whether the electronic poll book meets the requirements under Indiana law for approval.
 - 7) Whether the poll book complies with the additional requirements set forth in the Indiana Electronic Poll Book Test Protocol approved by the Secretary of State as in effect January 1, 2021.
 - 8) Whether VSTOP recommends any testing that is additional to that contained in the testing protocols to determine whether the electronic poll book complies with state law (if additional testing is approved by the Secretary of State, then the additional testing shall be performed by the Testing Authority and the results must be documented in a revised report).
 - 9) Whether the electronic poll book complies with federal and state accessibility laws.
 - 10) Whether VSTOP recommends that the Secretary of State approve the electronic poll book approval application based on state law and, if so, whether the approval should be subject to any restrictions or conditions.
- c) Review each request for approval of any modification to an electronic poll book previously certified by the Secretary of State according to a protocol approved by the Secretary of State and make a recommendation to the Secretary of State with respect to whether each

modification should be approved by the Secretary.

- f) Advise the Secretary of State with respect to recommended changes to the SVRS, including the Web Service Framework functionality of SVRS, as those changes relate to the operation of electronic poll books. A copy of these recommendations shall be provided for review at the standing SVRS Core Team Meeting. The Co-Directors of the Indiana Election Division and the Secretary of State will then review and approve the recommendations.
- g) Monitor and review any and all electronic poll book technical bulletins, advisories, or other report issued by electronic poll book vendor or the U.S. Election Assistance Commission, filed pursuant to IC 3-11-18.1-14, or other reports regarding electronic poll book problems from other sources as mutually agreed upon by Secretary of State and Grantee, during the term of this Grant regarding the following electronic poll books:
 - 1) Each electronic poll book described in an application for approval pending before the Secretary of State; and
 - 2) Each electronic poll book approved by the Secretary of State for marketing, sale, lease, installation, implementation, or use in Indiana.

After reviewing a technical bulletin, advisory or other report as described above the Grantee shall report its analysis regarding the contents of the technical bulletin, advisory or report and its recommendation with respect to the potential impact of the matter described in the bulletin, advisory or report on Indiana elections and whether any follow up technical analysis or administrative proceeding should be conducted under Title 3 with respect to the matter described in the bulletin, advisory or report. Grantee shall perform follow-up technical analysis and reporting with respect to the bulletin, advisory or report as directed by the Secretary of State.

- h) Grantee is required to determine when an electronic poll book has reached the end of the electronic poll book's expected period of satisfactory performance and notify each county using the electronic poll book of that determination.
- i) Grantee is required to review a written request from a county election board requesting prior written authorization from Grantee to use an electronic poll book in an election where the electronic poll book was delivered to the county election board less than 60 days before the election at which the electronic poll book is to be used. After reviewing the written request from a county, Grantee shall determine whether to issue prior written authorization to the county election board as requested.

3) Payment

Payment for the services and deliverable as described in this section 'C' shall be made consistent with the budgetary categories as submitted in the approved proposal and upon documentation of these allowable expenses, in an amount not to exceed \$325,000. This approach is consistent with Ball State's status as an institution of higher education.

D) Perform Random Audits of Voting Systems and Electronic Poll Books

1. Background

IC 3-11-16-4 requires the person designated to conduct the VSTOP program to perform random audits of voting systems used to conduct Indiana elections each year. State law also requires that VSTOP prepare reports indicating whether the voting systems audited have been certified, programmed, and used in compliance with Indiana law. As of July 1, 2021, IC 3-11-16-4 requires VSTOP to perform in each odd-numbered year random audits of voting systems and electronic poll books used to conduct Indiana elections and prepare reports indicating whether the voting systems and electronic poll books have been certified, programmed, and used in compliance with Indiana law.

2. Services and Deliverables

In each odd-numbered year and upon request, Grantee shall perform random audits of voting systems and electronic poll books used to conduct Indiana elections.

At least one-tenth (1/10) of 1% of all voting systems and electronic poll books in Indiana shall be subjected to this random audit. Grantee shall propose a plan for conducting a random audit and, upon approval by the State, Grantee shall perform the audit. Grantee shall use the voting system and electronic poll book database described in section "A" above to perform random audits and generate reports. The Grantee may not proceed with conducting an audit under this paragraph until the State has approved, in writing, Grantee's Audit Specifications and Protocols for a particular audit. The audit protocols must contain a description of the procedure for selecting counties and voting systems or electronic poll books for audit and the proposed procedures and protocols for conducting the audits.

Additional random audits may be requested by the Secretary of State during the term of this Grant Agreement. The Grantee may not proceed with conducting an audit under this paragraph until the Secretary of State has approved, in writing, Grantee's Audit Specifications and Protocols for a particular audit. The audit protocols must contain a description of the procedure for selecting counties and voting systems or electronic poll books for audit and the proposed procedures and protocols for conducting the audits.

The voting systems and electronic poll books subject to this random audit shall be distributed proportionally among the types of voting systems used in Indiana. Each voting system and electronic poll book subject to a random audit must be checked to see what version of software and firmware is installed and operating on each component of the voting system or electronic poll book.

After each audit has been completed the Grantee shall prepare and deliver a debrief report indicating:

- a) The version of software/firmware installed and operating on each component of the voting system or electronic poll book;
- b) The protocols applied and a summary of the testing performed during the audit; and
- c) The findings of Grantee with respect to any irregularities discovered in the audit with respect to the approval, programming, or use of the voting systems or electronic poll book.

No later than January 31 of each even calendar year, Grantee will provide a report to the Secretary of State setting forth the detailed results of the random audits of voting systems and electronic poll books performed by Grantee during the previous calendar year.

3. Payment

Payment for the services and deliverable as described in this section 'D' shall be made consistent with the budgetary categories as submitted in the approved proposal and upon documentation of these allowable expenses, in an amount not to exceed \$50,000. This approach is consistent with Ball State's status as an institution of higher education.

The Secretary of State shall reimburse Grantee for any purchase of a voting system or electronic poll book made pursuant to this Statement of Work, including shipping costs, upon Grantee's documentation of such expenses to the Secretary of State.

E) Perform Post-Election Audits on Elections Designated by the Secretary of State

1) Background

The Secretary of State is responsible, pursuant to IC 3-12-13, for determining the number of elections and counties that are to be subject to a post-election audit in Indiana elections. In 2019, and under the auspices of IC 3-11-16-4(11), the Secretary of State designated VSTOP to develop training materials to conduct post-election audit training and assist counties in completing post-election audits.

2) Services and Deliverables

Grantee shall perform post-election risk-limiting audits on Primary and General elections in counties designated as post-election audit counties by the Secretary of State. Upon request by the Secretary of State and consistent with the following, Grantee may perform post-election audits of other elections.

Not later than the first business day of November of each odd calendar year if requested by the Secretary of State, Grantee shall propose a plan for conducting post-election risk-limiting audits on Primary and General elections in the following year. The Grantee may not proceed with conducting an audit under this paragraph until the State has approved, in writing, Grantee's Audit Specifications and Protocols. At a minimum, the Grantee should include the following information in the proposed plan for conducting post-election audits:

- a) A summary of the scope of work for post-election audits.
- b) An evaluation of counties by vendor and type of equipment.
- c) A recommendation of the number and names of counties to be audited, with consideration of counties that have already participated in the post-election audits, counties that have volunteered for participation, political demographics, voting system vendor demographics, population size, congressional districts, and any other category that might encourage random and representative county selection.

- d) A proposed budget of the total costs for post-election audits, with consideration of any external materials needed to conduct the audits, training, mileage, lodging, technical consultants, and any other information that may require additional funds to be requested.

Effective July 1, 2023, and pursuant to IC 3-12-13-7, Grantee shall conduct all post-election audits, as designated by the Secretary of State, within the following time constraints:

- a) The final Friday in June following a Primary election;
- b) December 20 following a General election, if a petition for a recount or contest that affects the county has not been filed; or
- c) Sixty (60) days following the completion of a recount or contest, if a petition for a recount or contest that affects the county has been filed.

Immediately after and no later than two weeks after completion of a post-election audit, Grantee shall prepare and deliver a brief report summarizing the audit findings for the Secretary of State and the audited county for public release, at the county and the State's discretion. Grantee shall provide a summary report no later than two weeks after the completion of the audit. At a minimum, the Grantee should include the following information in the summary of audit findings:

- a) The election that was audited.
- b) The date(s) of the audit.
- c) The total number of registered voters in the audited county.
- d) The total number of ballots cast in the audited election.
- e) The risk limit used in the post-election audit.
- f) The seed number generated during the post-election audit.
- g) The audit method used in the post-election audit.
- h) Details of the audited races, including the title of each race or question, election outcomes, smallest margins, diluted margins, initial sample size, and total ballots actually sampled for each race or question.
- i) Images of the Stark Audit Tool findings.
- j) The final outcomes of each audited race, including the total ballots sampled, the resulted risk limit, and the resulted confidence level.

Not later than four months after the completion of Primary and General post-election audits, Grantee shall prepare and deliver a cumulative report to the Secretary of State, summarizing the findings of audits conducted for those elections. Each report should contain the following information:

- a) An introduction to post-election audits in the State of Indiana, including the history of legislation and prior audit participants, methods for county selection, training procedures, and auditing methodology.
- b) The findings from each county's post-election audit, including all details initially provided in each county's summary report, as well as an exhaustive list of individual participants and voting system details from each audit.
- c) Recommendations for best practices that address technical or human factors that might prevent the successful completion of a post-election audit.

Not later than June 30, 2025, Grantee shall prepare and deliver a Post-Election Audit Manual for training purposes which should include instructions for counties that participate in post-election audits.

Grantee may suggest subjects for research; however, Grantee may only conduct the research upon approval of the Secretary of State. Deliverables that may result from the research include, but not necessarily limited to, reports or proposed legislative language.

3) Payment

Payment for the services and deliverable as described in this section 'E' shall be made consistent with the budgetary categories as submitted in the approved proposal and upon documentation of these allowable expenses, in an amount not to exceed \$250,000. This approach is consistent with Ball State's status as an institution of higher education.

F) Electronic Poll Book and Voting System Training

1) Background

IC 3-11-8-10.3 requires vendors with certified electronic poll books in use in Indiana to provide sufficient training to election officials and poll workers in the operations of electronic poll books consistent with Indiana law. This statute requires that this training be conducted in consultation with Grantee as administrator of the VSTOP program. IC 3-11-16-4(1) requires VSTOP to develop and propose procedures and standards for the certification, acquisition, functionality, training, and security for voting systems and electronic poll books used to conduct elections in Indiana. In addition, the State has identified a need to assess the training provided by voting system vendors to their customers with respect to the proper operation of those systems in elections in Indiana.

2) Services and Deliverables

Grantee shall provide instruction and support to electronic poll book vendors that provide approved electronic poll books for use in Indiana with respect to the training each vendor must provide to its Indiana customers. Grantee's services and deliverables shall include, but not necessarily be limited to, the following:

- a) Prepare and revise previously prepared training materials and make presentations to vendors to completely familiarize vendors with the operations essential for carrying out

election activities consistent with Indiana law, including materials documenting errors that occurred in past Indiana elections involving the use of electronic poll books;

- b) Provide electronic poll book vendors instruction regarding the proper interaction (downloads and uploads), and the proper sequencing of those interactions, with the Web Service Framework functionality in SVRS;
- c) Review electronic poll book vendor training materials and practices and provide technical assistance to electronic poll book vendors with respect to the preparation of additional county training materials regarding the proper interaction between electronic poll books and the Web Service Framework functionality in SVRS and the proper set up and operation of electronic poll books in compliance with Indiana laws. Training materials shall include instruction regarding specific troubleshooting instructions, vendor support planning, common mistakes, best practices, and contingency planning;
- d) Prepare and revise previously prepared learning goals or benchmarks that electronic poll books vendors are required to achieve with respect to the training of their customers in Indiana. These goals and benchmarks, and revisions to previously established learning goals and benchmarks, shall be subject to the approval by the Secretary of State; and
- e) Document whether the training conducted by each poll book vendor met those goals or benchmarks and prepare an assessment for the Secretary of State regarding the training provided by each electronic poll book vendor and whether the training achieved the goals or benchmarks.

In addition, Grantee shall gather, review, and assess training documentation regarding the use of voting systems from voting system vendors and the counties. If the Grantee identifies through its work under section B that the training materials provided by the voting system vendor as part of its training materials are insufficient, then the Grantee is directed to work with the voting system vendor to address gaps in the training materials under this section.

Upon request, Grantee will prepare or update a best practices manual regarding the use, maintenance, and security of a voting system and electronic pollbook that shall be approved by the Secretary of State. Grantee shall leverage best practice or other training materials previously developed as administrator of the VSTOP program for this activity.

Pursuant to IC 3-7-26.3-35, all users of the Statewide Voter Registration System shall demonstrate their proficiency in utilizing the Statewide Voter Registration System. Grantee shall provide instruction and support to all individuals employed by or acting under the authorization of a county voter registration office, with regard to the proper utilization of the Statewide Voter Registration System. The training program shall provide instruction within the following areas of proficiency: critical infrastructure protection and cybersecurity, Indiana election laws pertaining to the Statewide Voter Registration System, and Statewide Voter Registration System operations. Upon successful completion of the program, Grantee shall provide the participant with a university certification.

3) Payment

Payment for the services and deliverable as described in this section 'F' shall be made consistent with the budgetary categories as submitted in the approved proposal and upon documentation of

these allowable expenses, in an amount not to exceed \$100,000. This approach is consistent with Ball State's status as an institution of higher education.

G) Technical Consulting

1) Background

Grantee shall provide technical support to the Secretary of State, Indiana Election Division, Indiana election administrators, and other relevant agencies, upon request, regarding any activities pertaining to potential investigations, outreach, and legislative proposals, that are not already defined under this agreement.

2) Services and Deliverables

Upon the request of the Secretary of State, per IC 3-11-17-3, Grantee shall investigate specific alleged problems identified by the Secretary of State that involve the use of a voting system or an electronic poll book that occurred in a particular county, or in multiple counties, during an election held in Indiana. The focus of Grantee's investigation shall be on matters relevant to determining whether voting systems or electronic poll books, or both, functioned in a manner required by state law. Grantee shall also document the observations and recommendations from county election officials, vendors, and other interested parties regarding other issues in election administration that may have contributed to the reported problems. After each investigation has been completed the Grantee shall prepare and deliver a report to the Secretary of State indicating a summary of protocols applied during the investigation, findings, and recommendations.

Grantee retains the primary responsibility for planning, directing, and executing the annual Statewide Certification Testing of Election Systems National Conference (SCTESNC) in collaboration with the Steering Committee of SCTESNC. Grantee shall also participate in and, upon request, contribute to conferences and professional events pertaining to the advancement of election administration within and external to the State of Indiana.

Grantee shall also conduct research on technological developments, operation, maintenance, training, and approval processes with respect to voting systems and electronic poll books in order to assist the Secretary of State in generating language to propose modifications to the Indiana election code.

In order to conduct the activities under this section, Grantee may seek assistance from technical experts in the field. Grantee shall prepare a written request seeking authorization from the Secretary of State to contract with any technical consultants.

3) Payment

Payment for the services and deliverable as described in this section 'G' shall be made consistent with the budgetary categories as submitted in the approved proposal and upon documentation of these allowable expenses, in an amount not to exceed \$150,000." This approach is consistent with Ball State's status as an institution of higher education.

H) Certificate in Election Administration, Technology, and Security (CEATS) Program

4) Background

In 2018, VSTOP, through the auspices of Ball State University, created a program to professionalize interest in election administration throughout Indiana. The program provides instructions on voting systems, electronic poll book operations, information technology basics, personnel training and management and election day reporting. Upon completion of the program, participants receive a university certification.

2) Services and Deliverables

Each year under this grant, Grantee shall provide instruction resulting in university certification to a minimum of one cohort of students – class sizes may vary based on interest in the program.

The program will provide instruction on voting system and electronic poll operation, voting system and electronic poll book troubleshooting, information technology basics, personnel training and management, and Election Day reporting. Grantee shall provide the Secretary of State with a plan for providing an instruction program and issuing University Certificates, including a description of the training materials to be used as part of the program. Upon approval of the plan, Grantee shall develop and publish the necessary materials to be used in the program and conduct the program and issue University Certificates pursuant to the details set forth in the plan approved by the Secretary of State.

3) Payment

Payment for the services and deliverable as described in this section 'H' shall be made consistent with the budgetary categories as submitted in the approved proposal and upon documentation of these allowable expenses, in an amount not to exceed \$65,000. This approach is consistent with Ball State's status as an institution of higher education.

This program may be suspended by the Secretary of State at any time.

Summary Pricing for All Activities in Exhibit A to Grant Agreement

Activities for period 7/1/2021-6/30/2023	Pricing
A. Hosting, Support and Training for Voting System and Electronic Poll Book Inventory Application Software and Database	See Section A, Paragraph 3
B. Review Applications, Perform Testing, and Make Recommendations to the Commission with Respect to Applications to Certify Voting Systems	See Section B, Paragraph 3
C. Assist the Indiana Secretary of State in Reviewing Applications for Certification of Electronic Poll Books	See Section C, Paragraph 3
D. Perform Random Audits of Voting Systems and Electronic Poll Books	See Section D, Paragraph 3
E. Post-Election Audits	See Section E, Paragraph 3

F. Electronic Poll Book and Voting System Training	See Section F, Paragraph 3
G. Technical Consulting	See Section G, Paragraph 3
H. Election Administration Certificate Program	See Section H, Paragraph 3
Total Amount Not to Exceed	\$1,499,944.00

Contingent upon approval by the Secretary of State, Grantee may transfer funds among activities to ensure the successful completion of deliverables. Should any additional funding be required to complete the activities in this agreement, Grantee shall prepare a budget proposal for consideration by the Secretary of State. Grantee may also seek assistance from technical experts in the field to complete the above activities. Grantee shall prepare a written request seeking authorization from the Secretary of State to contract with any technical consultants. Grantee shall not complete any activities or contract with any technical consultants if the amount is to exceed the scope of this pricing table, unless the Secretary of State has provided approval, in writing.

Grant Agreement Assumptions

The above-stated pricing for the statement of work is based upon the following assumptions:

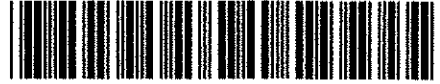
- 1) Grantee will have access to voting system approval applications and the electronic poll book approval applications and all documents on file with the Indiana Election Division in support of these applications and may obtain copies of these documents at Indiana Election Division office without payment of any copying fees.
- 2) Grantee will have access to voting systems and electronic poll books to conduct random audits contemplated by the statement of work.
- 3) Election administrators and voting system and electronic poll book vendors will cooperate as necessary to perform the activities, services and deliverables described in this Statement of Work and, if not, the lack of cooperation may impact those activities, services, and deliverables.

BALL STATE VSTRD 10/23



INDIANA DEPARTMENT OF WORKFORCE DEVELOPMENT
10 N. SENATE AVE. SE 202
INDIANAPOLIS, IN 46204-2277

CONFIDENTIAL RECORD PURSUANT TO IC 4-1-6, IC 22-4-19-6



TCRT06011

couplink
unemployment programs

2023-10-11T13:47:36.219-04:00

BALL STATE UNIVERSITY
2000 W UNIVERSITY AVE
ATTN: EMPLOYEE RELATIONS
MUNCIE IN 47306-1022

Re: FEIN: 356000221

Dear Requestor,

This letter is in response to your request for a Letter of Good Standing from the Indiana Department of Workforce Development.

The FEIN is current for Unemployment Insurance taxes through the 4th quarter of 2023. Therefore, a Letter of Good Standing is issued.

Please note this is not a personal liability clearance in accordance with Indiana Code 22-4-32-23.

Should you have any questions regarding this matter please contact the department at (800) 891-6499 option 2.

Sincerely,

UI Collections



159971451

73335

356000221

(1)

BALL STATE VSTAD
10/1/23

Contract and Procurement Clearance

② □ ×

Search

ID Type

ID

Name Format

Unformatted Name

Results

✓ The taxpayer is in good standing.

Search