

1 **GRANT AGREEMENT**

2 **Contract #%%CONTACT_ID%%**

1 This Grant Agreement ("Grant Agreement"), entered into by and
between %%AGENCY_NAME%% (the "State") and %%VENDOR_NAME%% (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:

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3

4 **1. Purpose of this Grant Agreement; Funding Source.**

5 The purpose of this Grant Agreement is to enable the State to award a Grant
of %%CONTRACT_MAX_AMT%% (the "Grant") to the Grantee for eligible costs of the services
or project (the "Project") described in the exhibits to this Grant Agreement, which are listed below.
The funds shall be used exclusively in accordance with the provisions contained in this Grant
Agreement and in conformance with Indiana Code § _____ establishing the authority to
make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee
pursuant to this Grant Agreement shall be used only to implement the Project or provide the
services in conformance with this Grant Agreement and for no other purpose.

6

7 The following exhibits are attached hereto and incorporated herein:

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9 **EXHIBIT 1 – FEDERAL FUNDING INFORMATION AND ANNUAL FINANCIAL REPORT FOR NON-
GOVERNMENTAL ENTITIES**

10 **EXHIBIT 2 – GRANT ACTIVITIES**

11 **EXHIBIT 3 – BUDGET**

12

FUNDING SOURCE:

13 Funding Source Entity	14 SBA Funding ID	15 Assistance Listing # (if applicable)	16 Program Name
17 Federal	18 [insert SBA funding ID from list shared by SBA]	19 [if Federal, enter assistance listing #, otherwise mark as N/A]	20 [regardless of funding entity, enter program name]

21 **2. Representations and Warranties of the Grantee.**

22

- 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.

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24 **3. Implementation of and Reporting on the Project.**

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A. The Grantee shall implement and complete the Project in accordance with the exhibits to this Grant listed in Section 1, 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.

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

27

28 **4. Term.**

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30 This Grant Agreement commences on %%CONTRACT_START_DATE%% and shall remain in effect through %CONTRACT_END_DATE%. 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.

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32 **5. Grant Funding.**

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A. The State shall fund this Grant in the amount of \$%%CONTRACT_MAX_AMT%. The approved Project Budget is set forth in the exhibits to this Grant Agreement listed in Section 1. 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.

34

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.

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36 **6. Payment of Claims.**

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

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

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

D. Invoices should be submitted each calendar month for any claims due and payable. Monthly claims must be submitted the month following the month of performance and are due no later

than the end of the month. All final claims and reports must be submitted to the State within Sixty (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. If Grant funds have been advanced and are unexpected at the time that the final claim is submitted, all such unexpected Grant funds must be returned to the State.

38 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.

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40 **7. Project Monitoring by the State.**

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42 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:

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A. whether Project activities are consistent with those set forth in the Grant Exhibits, the Grant
Application, and the terms and conditions of the Grant Agreement;

44

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 the Grant Exhibits and
that unpaid costs have been properly accrued;

45

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.

46

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](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 1.

9. Compliance with Laws.

- 47
- 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.
- 48
- 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.
- 49
- 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.
- 50
- 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.
- 51
- 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.
- 52
- 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.
- 53
- 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

54

(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.

55 **10. Debarment and Suspension.**

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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.

57

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.

58

59 **11. Drug-Free Workplace Certification.**

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61 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.

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63 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:

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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

65

- 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

66

- 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

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- 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

68

- 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

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- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

70

71 **12. Employment Eligibility Verification.** As a condition precedent to entering this Grant Agreement, and as required by IC § 22-5-1.7 and Executive Order 25-29, the Grantee swears or affirms under the penalties of perjury that the Grantee has not knowingly employed, and will not knowingly employ, an unauthorized alien. Grantee further affirms that:

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- A. The Grantee has enrolled in, and verified the work eligibility status of all his/her/its employees through, the E-Verify program as defined in IC § 22-5-1.7-3. The Grantee is not required to participate should the E-Verify program cease to exist. Additionally, the Grantee is not required to participate if the Grantee is self-employed and does not employ any employees.

73

- B. The Grantee has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The Grantee has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the Grantee subsequently learned or learns is an unauthorized alien.

74

- C. The Grantee has required and shall require his/her/its subcontractors, who perform work under this Grant Agreement, to certify to the Grantee that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Grantee agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

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

77

78 **13. Funding Cancellation.**

79 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.

80

81 **14. Governing Law.**

82 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.

83

15. Information Technology Accessibility Standards.

Any information technology related products or services purchased, used or maintained through
this Grant must be compatible with the principles and goals contained in the Electronic and
Information Technology Accessibility Standards adopted by the Architectural and Transportation
Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C.
§794d), as amended.

16. Insurance.

The Grantee shall maintain insurance with coverages and in such amount as may be required by
the State or as provided in its Grant Application.

All insurance documents are to be sent electronically to insurancedocuments.fssa@fssa.in.gov.

84

85 **17. Nondiscrimination.**

86

87 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:

88

- A. The Contractor covenants that it shall not discriminate against any employee or applicant for
employment relating to this Contract with respect to the hire, tenure, terms, conditions or
privileges of employment or any matter directly or indirectly related to employment, because
of the employee's or applicant's race, color, national origin, religion, sex, age, disability,
ancestry, status as a veteran, or any other characteristic protected by federal, state, or local
law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal
laws, regulations, and executive orders prohibiting discrimination based on the Protected
Characteristics in the provision of services. Breach of this subparagraph may be regarded as
a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but
nothing in this paragraph shall be construed to imply or establish an employment relationship
between the State and any applicant or employee of the Contractor or any subcontractor.
- 89
- B. Contractor covenants that it does not and shall not operate any programs or engage in any
practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate
Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or
sex, such as by considering race or sex when making recruitment, hiring, disciplinary,
promotion, or employment decisions; requiring employees to participate in training or
educational programs that employ racial or sex stereotypes; or attempting to achieve racial or
sex balancing in the Contractor's workforce. The Parties agree that a breach of this
subparagraph is a material breach of this Contract, including for purposes of Indiana Code §
5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an

employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

90

91 **18. Notice to Parties.**

92 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.

93

A. Notices to the State shall be sent to:

E-mail:

94

95

B. Notices to the Grantee shall be sent to:

E-mail:

96

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

97

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.

98

99 **20. Public Record.**

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101 The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and the State will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

102

103 **21. Termination for Breach.**

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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.

105

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.

106

107 **22. Termination for Convenience.**

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109 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.

110

111 **23. Travel.**

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

113

114 **24. Federal and State Third-Party Contract Provisions.**

115 If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions described in the exhibits to this Grant listed in Section 1.

116

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 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.

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118 **26. State Boilerplate Affirmation Clause.**

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120 I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the most current *State of Indiana SCM Template*) in any way except as follows:

121

3. Implementation and Reporting on the Project: *Exhibit reference modified.*
5. Grant Funding: *Exhibit reference modified.*
6. Payment of Claims: *Modified.*
7. Project Monitoring by the State: *Exhibit reference modified.*
8. Compliance with Audit and Reporting Requirements, Maintenance of Records: *Exhibit reference modified.*
16. Insurance: *Modified.*
24. Federal and State Third-Party Contract Provisions: *Exhibit reference modified.*
27. Confidentiality, Security and Privacy of Personal Information: *Added.*

122 **27. DMHA Clauses**

- A. **Marijuana Attestation Statement by SAMHSA.** Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.

Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 U.S.C. §§ 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

123 **28. Confidentiality, Security and Privacy of Personal Information.**

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

- A. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996 (sections 1171 through 1179 of the Social Security Act), including any subsequent amendments to such Act.
- B. **"HIPAA Rules"** mean the rules adopted by and promulgated by the US Department of Health and Human Services ("**HHS**") under HIPAA and other relevant federal laws currently in force or subsequently made, such as the Health Information Technology for Economic and Clinical Health Act ("**HITECH**"), as enumerated under 45 CFR Parts 160, 162, and 164, including without limitation any and all additional or modified regulations thereof. Subsets of the HIPAA Rules include:
 - 1) **"HIPAA Enforcement Rule"** as defined in 45 CFR Part 16
 - 2) **"HIPAA Security Rule"** as defined in 45 CFR Part 164, Subparts A and C;
 - 3) **"HIPAA Breach Rule"** as defined in 45 CFR Part 164, Subparts A and D; and
 - 4) **"HIPAA Privacy Rule"** as defined in 45 CFR Part 164, Subparts A and E.
- C. If Grantee is deemed a Business Associate to the State, Grantee is hereby authorized by the State to create, receive, maintain, and/or transmit Protected Health Information ("**PHI**") and other Personally Identifiable Information (meaning personal information as collectively defined in IC 4-1-6-1 and IC 4-1-11-3, "**PII**") on the State's behalf pursuant to and consistent with the Services performed by Grantee under this Grant.
- D. Grantee agrees that as a Business Associate to the State it is obligated to comply with the HIPAA Rules, as such Rules apply to Business Associates, throughout the term of this Grant and thereafter as may be required by federal law and such compliance will be at Grantee's sole expense. Further:
 - 1) Grantee will not use or further disclose PHI or PII except as expressly permitted by this Grant or as required by law. Grantee understands that this prohibition expressly applies to any information provided by the Social Security Administration, directly or through the State. It is further provided that nothing in this Grant shall be construed to permit Grantee use or disclose PHI in a manner that would violate the provisions of the HIPAA Privacy Rule as such Rule applies to the State with regard to the Services performed by Grantee under this Grant or otherwise cause the State to be non-compliant with the HIPAA Privacy Rule.

- 2) Grantee understands it must fully comply with the HIPAA Security Rule and will employ appropriate and compliant safeguards to reasonably prevent the use or disclosure of PHI and PII other than as permitted by this Grant or required by the HIPAA Privacy Rule. Such safeguards will be designed, implemented, operated, and managed by Grantee at Grantee's sole expense and following the Grantee's best professional judgment regarding such safeguards. Upon the State's reasonable request, Grantee will review such safeguards with the State. Grantee will implement the following HIPAA requirements for any forms of PHI or PII that the Grantee receives, maintains, or transmits on behalf of the State:
 - a) Administrative safeguards under 45 CFR 164.308;
 - b) Physical safeguards under 45 CFR 164.310;
 - c) Technical safeguards under 45 CFR 164.312; and
 - d) Policies and procedures and documentation requirements under 45 CFR 164.316.
- 3) Grantee understands that it is subject to the HIPAA Enforcement Rule under which Grantee may be subject to criminal and civil penalties for violations of and non-compliance with the HIPAA Rules.

E. Improper Disclosure, Security Incident, and Breach Notification.

- 1) Grantee understands that it is subject to the HIPAA Breach Rule.
- 2) For the purposes of this Grant, the term Breach has the same meaning as defined in the HIPAA Breach Rule. The term "**Security Incident**" shall mean an action or event that has resulted in the improper use or disclosure of PHI or PII in Grantee's safekeeping (in violation of this Grant and/or in violation of the HIPAA Privacy Rule), the reasonable possibility or suspected possibility that an improper use or disclosure of PHI or PII may have occurred, or circumstances in which PHI or PII has been exposed to an opportunity for improper use or disclosure.
- 3) If a Security Incident occurs or if Grantee suspects that a Security Incident may have occurred with respect to PHI and/or PII in Grantee's safekeeping:
 - a) Grantee shall notify the State of the Security Incident within one (1) business day of when Grantee discovered the Security Incident; such notification shall be made to the FSSA Privacy & Security Office in a manner reasonably prescribed by the FSSA Privacy & Security Officer and shall include as much detail as the Grantee reasonably may be able to acquire within the one (1) business day.
 - b) For the purposes of such Security Incidents, "**discovered**" and "**discovery**" shall mean the first day on which such Security Incident is known to the Grantee or, by exercising reasonable diligence, would have been known to the Grantee. Regardless of whether the Grantee failed to exercise reasonable diligence, improperly delaying the notification of discovery beyond the one day requirement, the Grantee will notify the FSSA Privacy & Security Office within one day of gaining actual knowledge of a breach.
 - c) In collaboration with the FSSA Privacy & Security Office, Grantee shall undertake all commercially reasonable efforts necessary to thoroughly investigate the Security Incident and to provide all results of such investigation to the FSSA Privacy & Security Office, including but not limited to Grantee personnel involved, source and cause of the Security Incident, specific information disclosed, disclosure victims (those whose PHI/PII was disclosed), disclosure recipients, supporting materials, actions taken to

mitigate or stop the Security Incident, and similar details.

- d) Grantee's investigation must be undertaken expeditiously and completed to the extent that a determination of whether a Breach has occurred can be reasonably made, including the identification of the victims or likely victims, within a reasonable timeframe as mutually agreed upon with the FSSA Privacy & Security Office, from the date of discovery of the Security Incident. Grantee shall provide details of its investigation to the FSSA Privacy & Security Office on an ongoing basis until the investigation is complete.
 - e) Grantee and the FSSA Privacy & Security Office will collaborate on the results of Grantee's investigation; the determination as to whether a Breach has occurred rests solely with the FSSA Privacy & Security Office.
 - f) If it is determined by the FSSA Privacy & Security Office that a Breach has occurred:
 - (i) Grantee agrees that it shall be responsible for, including all costs with respect to, fulfilling the State's and/or Grantee's obligations for notice to all of the known and suspected victims of the Breach. Such notice shall comply with the HIPAA Breach Rule notification requirements and/or applicable notification requirements under State law.
 - (ii) Grantee further agrees that such notification will be made under its name, unless otherwise specified by the FSSA Privacy & Security Office. Grantee will coordinate its Breach notification efforts with the FSSA Privacy & Security Office; the FSSA Privacy & Security Office will approve Grantee's Breach notification procedures and plans, including the format and content of the notice(s) prior to such notification being made.
 - (iii) Grantee accepts full responsibility for the Breach and any resulting losses or damages incurred by the State or any victim of the Breach.
 - (iv) Grantee will undertake all commercially reasonable efforts necessary to mitigate any deleterious effects of the Breach for the known and suspected victims of the Breach.
 - (v) The State, through the FSSA Privacy & Security Office, will make the appropriate notifications to HHS and/or the applicable State agencies with respect to the Breach, unless the Grantee is directed to do so by the FSSA Privacy & Security Office.
 - g) Grantee will undertake commercially reasonable corrective actions to eliminate or minimize to the greatest degree possible the opportunity for an identified Security Incident to reoccur and provide the FSSA Privacy & Security Office with its plans, status updates, and written certification of completion regarding such corrective actions.
- F. Subcontractors. Grantee agrees that in accordance with the HIPAA Privacy Rule any subcontractors engaged by Grantee (in compliance with this Grant) that will create, receive, maintain, or transmit State PHI/PII on Grantee's behalf will contractually agree to the same restrictions, conditions, and requirements that apply to Grantee with respect to such PHI/PII.
- G. Access by Individuals to their PHI. Grantee acknowledges that in accordance with the HIPAA Privacy Rule individuals for whom Grantee has direct possession of their PHI on the State's behalf have the right to inspect and amend their PHI, and have the right for an accounting of uses and disclosures of such PHI, except as otherwise provided therein. Grantee shall

provide such right of inspection, amendment, and accounting of disclosures to such individuals upon reasonable request by the State (or by such individuals if the State directly refers such individuals to Grantee). In situations in which Grantee does not have direct possession of such PHI, then the State shall be responsible for such inspection, amendment, and accounting of disclosures rights by individuals.

- H. Access to Records. Grantee shall make available to HHS and/or the State, Grantee's internal practices, books, and records relating to the use and disclosure of PHI and PII provided to Grantee by the State or created, received, maintained, or transmitted by Grantee on the State's behalf. Grantee shall promptly inform the State by giving notice to the FSSA Privacy & Security Office of any request by HHS (or its designee) for such internal practices, books, and/or records and shall provide the State with copies of any materials or other information made available to HHS.
- I. Return of Protected Health Information. Upon request by the State or upon termination of this Grant, Grantee will, at the State's sole option, either return or destroy all copies of any PHI or PII provided to Grantee by the State, including PHI or PII created, received, maintained, or transmitted by Grantee on the State's behalf and Grantee shall warrant in writing that it has returned or destroyed such PHI and/or PII. Further, upon termination of this agreement Grantee will not retain any copies of any such PHI and PII and shall warrant same in writing.
- J. At the sole discretion of the State, the State may terminate this Grant for Grantee's material breach of this Section.
- K. Grantee agrees to participate in a disaster recovery plan, as appropriate to the Grantee's Services, as determined by the State to be necessary to uphold integral business functions in the event of an unforeseen disaster.
- L. Drug and Alcohol Records. In the performance of the Services under this Grant, Grantee may have access to confidential information regarding alcohol and drug abuse patient records. Grantee agrees that such information is confidential and protected information and promises and assures that any such information, regardless of form, disclosed to Grantee for the purposes of this Grant will not be disclosed or discussed with others without the prior written consent of the State. The Grantee and the State will comply with the applicable requirements of 42 CFR Part 2 and any other applicable federal or state law or regulatory requirement concerning such information. The Grantee will report any unauthorized disclosures of such information in compliance with Section 25.F.
- M. Confidentiality of State Information. The Grantee understands and agrees that data, materials, and information disclosed to the Grantee may contain confidential and protected information. The Grantee covenants that data, material and information gathered, based upon or disclosed to the Grantee for the purpose of this Grant, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Grantee for the State under this Grant may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Grantee and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Grantee, Grantee agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Grant. The Grantee shall report any unauthorized disclosures of Social Security numbers to the FSSA Privacy & Security Office within one (1) business day of the date of discovery.

- N. Grantee will indemnify and hold the State harmless from any loss, damage, costs, expense, judgment, sanction or liability, including, but not limited to, attorneys' fees and costs, that the State incurs or is subject to, as a result of a breach of this Section by the Grantee or any subcontractor, agent or person under Grantee's control. In the event a claim is made against the State for any such claim, cause of action, liability, damage, cost or expense, State may, at its sole option: (i) tender the defense to Grantee, who shall provide qualified and competent counsel to represent the State interest at Grantee's expense; or (ii) undertake its own defense, utilizing such professionals as it deems reasonably necessary, holding Grantee responsible for all reasonable costs thereof. In any event, State shall have the sole right to control and approve any settlement or other compromise of any claim brought against it that is covered by this Section.

Grantee shall adhere to all relevant FSSA Application Security policies located at <http://in.gov/fssa/4979.htm> for any related activities provided to FSSA under this Grant. Grantee is responsible for validating that any subcontractors they engage will also comply with these policies. Any exceptions to these policies require written approval from the FSSA Privacy & Security Office.

3 Non-Collusion, Acceptance

126 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.**

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128 Agreement to Use Electronic Signatures

129

130 I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

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132 **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.

133

134

135 %%VENDOR_NAME%%

%%AGENCY_NAME%%

136

137 By:

By:

138

139 Title:

Title:

140

141 Date:

Date:

142

142

Electronically Approved by: Department of Administration By: _____ (for) Brandon Clifton, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Chad Ranney, State Budget Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

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AAA FFY 24 Grants - Exhibit 1 Federal Funding Information Table

DA Use	CFDA #	Award Name	Award Date	Project Period Starts	Project Period Ends	Liquidation Deadline on NOA	Fed Amount Awarded to FSSA	Amount Awarded to Grantees	Match Requirements	R/D	Indirect Costs
NSIP	93.053	Nutrition Services Incentive Program	10/26/23	10/1/23	9/30/25	1/28/26	\$ 1,232,073.00	\$ 1,187,446.85	100% Federal	No	Yes
T3B	93.044	Older Americans Act Title III - Supportive Services	10/26/23	10/1/23	9/30/25	1/28/26	\$ 7,872,952.00	\$ 8,731,416.12	95% Federal / 5% State	No	Yes
T3C1 / T3C2	93.045	Older Americans Act Title III - Nutrition Services	10/26/23	10/1/23	9/30/25	1/28/26	\$ 17,275,419.00	\$ 15,067,760.45	95% Federal / 5% State	No	Yes
T3D	93.043	Older Americans Act Title III - Preventive Health	10/26/23	10/1/23	9/30/25	1/28/26	\$ 503,970.00	\$ 478,124.55	100% Federal	No	Yes
T3E	93.052	Older Americans Act Title III - Family Caregivers	10/26/23	10/1/23	9/30/25	1/28/26	\$ 3,682,481.00	\$ 3,473,251.46	100% Federal	No	Yes
SSBG	93.667	Social Services Block Grant	10/1/23	10/1/23	9/30/25	12/29/25	\$ 9,094,038.00	\$ 8,593,934.43	100% Federal	No	No
T7	93.042	Older Americans Act Title VII - Ombudsman	10/26/23	10/1/23	9/30/25	1/28/26	\$ 420,564.00	\$ 308,181.00	100% Federal	No	Yes
T7EA	93.041	Older Americans Act Title VII - Elder Abuse Prevention	10/26/23	10/1/23	9/30/25	1/28/26	\$ 97,886.00	\$ 97,886.00	100% Federal	No	Yes

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Subrecipient
Notification:

The Grantee is a “subrecipient” as defined under 45 C.F.R. 75.2 of federal grant funds as described by 45 C.F.R. 75.351. Therefore, the Grantee shall arrange for a financial and compliance audit that complies with 45 C.F.R. 75.500 et. seq. if required by applicable provisions of 45 C.F.R. 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

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INCORPORATION

This award is based upon the approved application submitted by the Indiana Family and Social Services Administration (FSSA) to the United States' Department of Health and Human Services (HHS). This program is subject to the terms and conditions incorporated either directly or by reference in the following:

- A. The grant program legislation and program regulation by statutory authority as provided for this program and all other referenced codes and regulations.
- B. 45 CFR Subtitle A, Subchapter A, Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.
- C. The HHS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period. (Parts I through III of the HHS GPS are currently available at <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>.)

The Grantee must comply with all terms and conditions outlined in the award, including grant policy terms and conditions contained in applicable Grant Policy Statements; requirements imposed by program statutes and regulations and grant administration regulations, as applicable; and any regulations or limitations in any applicable appropriations acts.

ANTI-KICKBACK STATUTE

The Grantee must notify all sub awardees of this funding that they are subject to the anti-kickback statute and should be cognizant of the risk of criminal and administrative liability under this statute, 42 U.S.C. § 1320a-7b(b).

VICTIMS OF TRAFFICKING AND VIOLENCE PROTECTION ACT

The Grantee must notify all sub awardees of this funding that they are subject to the requirements of Section 106(g) of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. § 7104).

ACCESSIBILITY OF SERVICES

The Grantee must notify all sub awardees of this funding that services must not discriminate based on age, disability, sex, race, color, national origin or religion. Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), and any provisions or regulations required by the implementing Federal Agency providing the funds. Resources are available at: <https://www.federalregister.gov/documents/2000/10/26/00-27306/office-for-civil-rights-amending-the-regulations-governing-nondiscrimination-on-the-basis-of-race>.

Executive Order 13166 requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency have meaningful access to services. Resources are available at <http://www.lep.gov/13166/eo13166.html>.

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FEDERAL INFORMATION SECURITY MANAGEMENT ACT (FISMA)

All pass-through entities and final recipients of this funding must protect all information systems, electronic or hard copy which contains federal data from unauthorized access. Congress and the Office of Management and Budget (OMB) have instituted laws, policies, and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. Resources are available at <http://csrc.nist.gov/groups/SMA/fisma/index.html>.

REGISTRATION REQUIREMENTS

The Grantee must notify all sub awardees of this funding that they must register in the System for Award Management (SAM) and maintain the registration with current information. Additional information about registration procedures may be found at www.sam.gov. The entity must always maintain the accuracy and currency of its information in SAM during which the entity has an active award unless the entity is exempt from this requirement under 45 CFR Subtitle A, Subchapter A, Part 75. Additionally, the entity must review and update the information at least annually after the initial registration.

NON-DELIQUENCY ON FEDERAL DEBT

The Grantee must notify all sub awardees of this funding that they are subject to the Federal Debt Collection Procedures Act of 1990, 28 U.S.C. § 3201(e), which imposes restrictions on the transfer of federal funds to persons or entities owing a debt to the United States.

FEDERAL FUNDS DISCLOSURE REQUIREMENTS

Any of the entity's statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by federal funds must state a) the percentage of the total costs of the program or project with federal financing; b) the amount of federal funds for the project or program; and c) the percentage and dollar amount of the total costs of the project or program financed by nongovernmental sources. "Nongovernmental sources" means sources other than state and local governments and federally recognized Indian tribes.

Publications, journal articles, etc. produced under a grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

This publication (journal article, etc.) was supported by the Substance Abuse and Mental Health Services, Projects of Regional and National Significance from Department of Health and Human Services. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department of Health and Human Services.

DOMESTIC PREFERENCE

To the greatest extent practicable, all equipment and products purchased with federal funds should be American made. 2 CFR Subtitle A, Chapter II, Part 200.1 and 200.313 defines equipment as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §200.12 Capital assets, §200.20 Computing devices, §200.48 General purpose equipment, §200.58 Information technology systems, §200.89 Special purpose equipment, and §200.94 Supplies.

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The recipient of federal funds may use its own property management standards and procedures provided it observes provisions of the relevant sections in the Office of Management and Budget (OMB) 2 CFR Subtitle A, Chapter II, Part 200.500-520.

In accordance with 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282, as amended by section 6202(a) of P.L. 110-252) requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains information on all Federal spending awards. That site is at: <http://www.USAspending.gov>.

Effective October 1, 2010, all State subawards equal to or greater than \$30,000 are subject to the FFATA subaward reporting requirements. For FSSA to comply with federal reporting requirements, the Grantee shall download, complete, and submit State Form 57365, FFATA Transparency Reporting Subawardee Questionnaire. The form can be found at: <https://forms.in.gov/Download.aspx?id=15939>.

Within seven (7) business days of signing this Agreement *AND* within seven (7) business days of signing subsequent amendments, the Grantee shall submit a completed State Form 57365 via email to: FSSA.grantsoffice@fssa.in.gov. Failure to meet these obligations may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

FEDERAL LOBBYING REQUIREMENTS

The Grantee shall require the language of subparagraphs A) and B) below in the agreement of all subsequent subawards and that all sub awardees shall certify and disclose accordingly.

- A. The Contractor or Grantee certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the entity, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, contract, loan, or cooperative agreement,

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the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.

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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.

For more information, please contact the FSSA Division of Finance.