

**DELAWARE COUNTY COMMISSIONERS
ORDINANCE FOR DELAWARE COUNTY HUMAN TRAFFICKING CONFERENCE
(DELAWARE COUNTY CIRCUIT COURT)**

WHEREAS, the Delaware County Circuit Court has facilitated a regional conference dealing human trafficking;

WHEREAS, the Delaware County Circuit Court is being awarded funds to assist in paying for the conference; and

WHEREAS, the Board of Commissioners is supportive of the Delaware County Circuit Court receiving these funds and needs to set up a separate fund for the deposit and use of the funds by the Delaware County Circuit Court.

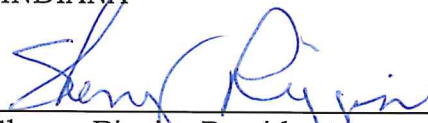
NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA:

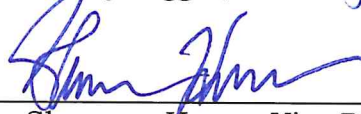
1. A Separate fund shall be established by the Delaware County Auditor for the purpose of receiving any and all funds for the Court Improvement Grant as awarded by the Indiana Supreme Court for the Delaware County Circuit Court Human Trafficking Regional Conference.
2. Said funds shall reimburse expenses spent and shall be used by the Delaware County Circuit Court, without appropriation, as per specified by the Court Improvement Grant.

Passed and adopted by the Board of Commissioners on the 15 day of August, 2022.

BOARD OF COMMISSIONERS, DELAWARE COUNTY, INDIANA

FUND 8140


Sherry Riggins, President


Shannon Henry, Vice President


James King, Member

ATTEST:


Steven Craycraft, Delaware County Auditor

Exhibit B

DELAWARE COUNTY REQUEST FOR GRANT APPLICATION

(This form must be completed and approved by the County
Commissioners prior to applying for any grant.)

COUNTY DEPARTMENT: Delaware County Circuit Court
COUNTY DEPARTMENT HEAD: Emily Anderson
GRANT TITLE: Court Improvement Grant
GRANT AGENCY: Indiana Supreme Court/Indiana Office of Court Services
AGENCY CONTACT PHONE # 317-234-4164
AGENCY CONTACT NAME: Angela Reid-Brown

Check all that apply:

FEDERAL GRANT: CFDA #: 93.586
☒ Pass-Through
☐ Direct

STATE GRANT:
☒ Pass-Through
☐ Direct

LOCAL GRANT:
☐ Pass-Through
☐ Direct

GRANT TYPE:

☒ REIMBURSABLE (County spends and is reimbursed—requires a budget)
☐ PASS THROUGH (County receives funds which are passed on to another entity)
☐ ADVANCE (County receives funds in advance—requires a budget)

GRANT PERIOD DATES:

STARTING: June 24, 2022
ENDING: September 30, 2022
GRANT YEAR (e.g., 2019, FY2020, etc.): 2022

AMOUNT REQUESTED: \$10,000.00

COUNTY MATCH?

☐ YES AMOUNT OF MATCH: _____
☒ NO

PURPOSE AND EXPLANATION OF GRANT (continue on additional pages as necessary):

To facilitate in bringing a human trafficking survivor, Rebecca, to Delaware County to present at a regional conference and to speak to students at middle schools in Delaware County about human trafficking. Rebecca will travel to Delaware County and spend two days. During those two days she would do a 2 hour training at the regional conference to juvenile justice providers. She would also go to six local schools and speak to students about human trafficking, the internet, and grooming. Each school has already committed to conducting one hour sessions for their students.

Department Head Signature: _____

Printed or Typed Name: Emily M. Anderson

Date: 08/03/2022

HAVING BEEN PRESENTED AND CONSIDERED AT A DULY CALLED PUBLIC MEETING OF THE DELAWARE COUNTY, INDIANA BOARD OF COMMISSIONERS, THIS REQUEST FOR GRANT APPLICATION IS HEREBY APPROVED AS OF THIS, THE ____ DAY OF _____, 20____

Commissioner



Commissioner

Commissioner

ATTEST:

Auditor, Delaware County, Indiana

Exhibit C

DELAWARE COUNTY GRANT MONIES REQUESTED FORM

(This form must be completed by the requesting department)

REQUEST DATE: 08/03/2022

REQUESTING DEPARTMENT: Delaware County Circuit Court

HEAD OF REQUESTING DEPARTMENT: Emily M. Anderson

REQUESTING EMPLOYEE: Emily M. Anderson

AMOUNT REQUESTED: \$10,000.00

FUND NUMBER: _____

FUND NAME: _____

CFDA NUMBER: #93.586

GRANTING AGENCY: Indiana Supreme Court/IOCS

GRANT PROGRAM/PROJECT TITLE: US Dept of Health and Human Services

PASS-THROUGH AGENCY: Indiana Supreme Court/IOCS

STATE AWARD NUMBER: Delaware-CIP-2021T

STATE AWARD NAME: Court Improvement Grant

EDS NUMBER: _____

Requesting Employee Signature: _____

Requesting Department Head Signature: _____

AUDITOR'S OFFICE USE ONLY

Approved By: _____ (Signature)
Approved By: _____ (Printed Name)
Approval Date: _____

Exhibit D

DELAWARE COUNTY GRANT SUMMARY FORM

PROJECT NAME: Court Improvement Grant Human Trafficking Conference

AWARD NUMBER: Delaware-CIP-2021T

AWARD NAME: CIP Grant Award

AWARD METHOD**: Reimbursable

FUND NAME & NUMBER: _____

INITIATING DEPARTMENT: Delaware County Circuit Court

CONTACT PERSON NAME: Emily M. Anderson

CONTACT PERSON PHONE: 765-747-7734

CONTACT PERSON EMAIL: eanderson@co.delaware.in.us

PASS-THROUGH AGENCY: Indiana Supreme Court/IOCS

CONTACT PERSON NAME: Angela Reid-Brown

CONTACT PERSON PHONE: 317-234-4164

CONTACT PERSON EMAIL: angela.reid-brown@courts.in.gov

PASS-THROUGH COMPLETION DATE: _____

GRANTING AGENCY: Indiana Supreme Court/IOCS

GRANT PROGRAM/PROJECT TITLE: Court Improvement Grant

CFDA NUMBER: #93.586

STATE AWARD NUMBER: Delaware-CIP-2021T

EDS NUMBER: _____

NOTES: _____

** Advanced; Reimbursed; Noncash; Loan; Income; Other



Office of Court Services

Mary Kay Hudson, Executive Director • 317-232-1313 • courts.in.gov

CIP Grant Award

Subgrantee: Delaware Circuit Court 2
Grant No.: Delaware-CIP-2021T
Grant Period: June 24, 2022-September 30, 2022
Date of Award: June 24, 2022

Total Amount of Federal Funds Committed by this Subaward: \$10,000

Funding for this subaward comes from federal funds received by the Indiana Supreme Court from the United States Department of Health and Human Services (HHS), Administration for Children & Families under provisions of the State Court Improvement Program-Catalog of Federal Assistance (CFDA) # 93.586. Federal Award Date October 29, 2020 in the amount of \$190,358.

Please electronically sign and return the Grant Agreement within ten days of receiving this letter. A final report is due on or before December 15, 2022 on the form provided on the website.

If you have any questions, please email cip@courts.in.gov.

Sincerely,

Angela Reid-Brown

Angela Reid-Brown

GRANT AGREEMENT

This Grant Agreement ("Grant Agreement"), entered into by and between the Indiana Supreme Court, Office of Judicial Administration, Indiana Office of Court Services ("IOCS") and **Delaware Circuit Court 2** (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Grant Funds.

A. The purpose of this Grant Agreement is to enable IOCS to award a grant, in an amount to be determined by IOCS and specified in a Grant Award Letter that is hereby incorporated fully by reference, to the Grantee for eligible costs of the services or project (the "Project") described in the Grant Application (**Exhibit A**) and Project Terms and Conditions (**Exhibit B**), which are attached to this Grant Agreement and also incorporated fully by reference.

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

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to IOCS 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, 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 the plans and specifications contained in **Exhibit A**. Any modification of the Project from the description given in **Exhibit A** shall require prior written approval of IOCS.

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

4. Term. This Grant Agreement commences on June 24, 2022, and shall remain in effect through September 30, 2022, or until the grant funds are expended, whichever is later.

5. Grant Funding.

- A. IOCS shall fund this grant during its Term for the approved project(s) and in the amount specified in the grant award letter. The Grantee shall not spend more than the amount for each item without the prior written consent of IOCS, 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 IOCS.
- B. The disbursement of funds to the Grantee will be made within 35 days of IOCS's receipt and approval of all required documentation as directed by the IOCS grant program manager.

6. Payment of Grant Funds.

- A. All payments shall be made 35 days in arrears in conformance with State of Indiana fiscal policies and procedures and, as required by IC §4-13-2-14.8, by the direct deposit by electronic funds transfer to the financial institution designated by the Subrecipient in writing.
- B. Requests for payment will be processed as outlined in **Exhibit B**.

7. Project Monitoring by IOCS. IOCS may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to 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 IOCS or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in the terms and conditions of this Grant Agreement, the grant application in **Exhibit A**, and the project terms and conditions in **Exhibit B**.
- B. the actual expenditure of state, local and/or private funds expended to date on the Project, or application of an in-kind match, is in conformity with the amounts for each Budget line item as contained in **Exhibit A** and that unpaid costs have been properly accrued.
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to IOCS.

8. Audits and Maintenance of Records. Grantee may be required to 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 years after final payment for inspection by IOCS or its authorized designee. Copies shall be furnished to IOCS at no cost.

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 IOCS and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State of Indiana as set forth in IC 4-2-6, et seq., IC 4-2-7, et seq. and the regulations promulgated thereunder. If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in this Grant, Grantee shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Grant. If the Grantee or its agents violate any applicable ethical standards, the IOCS may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

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

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 IOCS of any such actions. During the term of such actions, the Grantee agrees that IOCS may suspend funding for the Project.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for IOCS. 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 IOCS.

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

G. As required by IC 5-22-3-7:

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

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

(i) IC 24-4.7 [Telephone Solicitation of Consumers].

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

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

in the previous 365 days, even if IC 24-4.7 is preempted by federal law; and

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

(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. 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 IOCS 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.

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

11. Funding Cancellation. When the Chief Financial Officer, Office of Judicial Administration, makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Chief Financial Officer that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement shall be final and conclusive.

12. 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.

13. Nondiscrimination. 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, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. To the extent applicable, Grantee also agrees to comply with the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act.

The Grantee understands that IOCS 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.

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

A. Notices to IOCS shall be sent to: (Include contact name and title, agency, mailing and e-mail address)

Indiana Office of Court Services
Attn: Angela Reid-Brown
Court Improvement Program Administrator
251 North Illinois St., Suite 800
Indianapolis, IN, 46204-1943
angela.reid-brown@courts.in.gov

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

Hon. Kimberly Dowling
Delaware Circuit Court 2
3100 S. Tillotson Ave., #130
Muncie, IN 47302

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

15. Order of Precedence. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Grant Agreement; (3) exhibits prepared by IOCS; (4) Grant Award Letter; (5) Invitation to Apply for Grant; (6) the Grant Application; and (7) exhibits prepared by Grantee.

16. 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 IOCS to suspend grant payments, and suspend the Grantee's participation in IOCS grant programs until such time as all material breaches are cured to IOCS'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 IOCS all funds not spent in conformance with this Grant Agreement.

17. 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 IOCS whenever, for any reason, IOCS determines that such termination is in the best interest of IOCS. Termination shall be affected by delivery to the Grantee of a Termination Notice, specifying effective date of termination and extent of termination. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. IOCS 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.

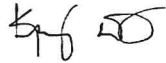
Non-Collusion, Acceptance

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.

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

Grantee

By:



Name/Title (printed):

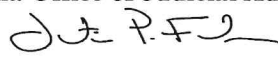
Hon. Kimberly S. Dowling

Date:

6/24/2022

Indiana Office of Judicial Administration

By:



Justin P. Forkner, Chief Administrative Officer

Date:

6/27/2022

Additional representative (if applicable)

By:

Name/Title (printed):

Date:



INDIANA SUPREME COURT

COURT IMPROVEMENT PROGRAM Supplemental Funding Application

Return completed form to cip@courts.in.gov or submit via the button at the end of the form.
This is a fillable form. Enter data in gray fields. Narrative fields are unlimited. Please do not include attachments.

Section 1. Application

| | | | | | |
|--|---------------------|----------------------------------|-------|--|----------------------------|
| Name of Applicant | | Kimberly S. Dowling | | | |
| Address | | 3100 S. Tillotson Ave. Suite 130 | | | |
| City | Muncie | State | IN | Zip Code | 47302 |
| Telephone Number | | 765-747-7784 | | Email Address | kdowling@co.delaware.in.us |
| Who should be contacted on matters involving this grant? | | | | | |
| Name | Kimberly S. Dowling | | Title | Judge | |
| Address | | same | | | |
| City | | State | | Zip Code | |
| Email address | | kdowling@co.delaware.in.us | | | |
| Fiscal Agent contact | | | | | |
| Name | n/a | | Title | | |
| Address | | | | | |
| City | | State | | Zip Code | |
| Email address | | | | | |
| For FFY 2022 funds are combined and grant applications will be for one amount regardless of how many programs/projects are included in the request. The details for each program/project will be required in the sections that follow. | | | | Amount of CIP Funds Requested \$10,000.00 | |
| Section 2. Project Abstract - Summarize the proposed program(s)/project(s) in 400 words or less. The abstract must include a brief description of each proposed program/project including the needs to be addressed, how the needs were identified, the proposed services, and the population to be served. | | | | | |
| The purpose of this grant is to facilitate bringing a human trafficking survivor, Rebecca Bender, to Delaware County to present at a regional conference and to speak to students at middle schools in Delaware County about human trafficking. We have worked the last several years to develop, pilot and re-vamp the juvenile probation screening tool for human trafficking. That tool is now on Incite and to allow us to roll that tool out, we are wanting to conduct regional trainings across the state for juvenile probation officers and others involved in the juvenile system on HT. We would like to include a survivor of HT as part of the speaking team for those trainings, and at the same time utilize the survivor to speak to students locally in order to protect and warn them about HT and the internet. | | | | | |
| Section 3. Description, Need, Goals, Objectives and Outcomes | | | | | |
| A. Description - What will your program(s)/project(s) do? Provide a detailed description of each program/project to be implemented. | | | | | |

| |
|---|
| <p>(What? Describe the nature of the proposed program/project; Who? Specify and describe the target population(s) to be served; Where? Describe the location(s) where the program/project is to be administered; Why? Explain the rationale for the selection of the proposed program/project; How? List all relevant resources, activities, and methodologies necessary for the implementation of the proposed program/project).</p> |
| <p>Rebecca would come to Delaware County and spend two days. During those two days she would do a 2 hour training at the regional training to juvenile justice providers and she would then go to six local schools and speak to students about human trafficking, the internet and grooming. The regional training would occur at the Delaware County Justice Complex. We have already talked with school superintendents and have six schools committed to conducting one hour sessions for students to hear Rebecca. Rebecca has been here previously and her knowledge and expertise provide students with the necessary knowledge to avoid predators.</p> |
| <p>B. Statement of Need – Provide a clear and succinct summary of the problem to be addressed by each program/project. Document the severity of the problem and how the proposed program/project will alleviate the stated problem. Provide specific information, including relevant research and data, detailing the need. Explain how that need is currently being met.</p> |
| <p>The training is absolutely necessary for juvenile justice stakeholders so that they can learn about human trafficking, the red flags and how best to protect children. Having Rebecca speak to the stakeholders gives them invaluable information from a survivor's perspective. Children hearing from a survivor is irreplaceable. We know that children ages 12-14 are lured into the life of human trafficking and they are vulnerable and ill-informed about the internet. A survivor is the only one who can provide them with the necessary information.</p> |
| <p>C. Goal(s)- Provide the goal(s) for each program/project. The goal(s) should be general, realistic, and focused on what will be achieved. Hint: Goal(s) should directly address the problem identified in the statement of need.</p> |
| <p>Attendees of the regional training will be able to identify red flags of HT, and learn to identify victims of HT and children who are at high risk of trafficking. Children will learn about grooming and how to best protect themselves while using the internet</p> |
| <p>D. Objectives- Provide objectives that measure progress toward achieving the goal(s). Hint: Objectives are the steps needed to achieve the goals. Objectives should be concrete, action-oriented, measurable and specific.</p> |
| <ol style="list-style-type: none"> 1. Delaware Circuit Courts would contract with Rebecca Bender to present a 2 hour training to juvenile justice stakeholders from approximately ten counties. 2. Rebecca Bender would train stakeholders on the signs of human trafficking, the red flags in identifying victims of human trafficking and action steps in recovering victims. 3. Rebecca Bender would present the realities of human trafficking to children at six local middle schools. 4. Students would learn the signs of human trafficking, the risks of using the internet, how to spot predators and how to avoid being trafficked. |
| <p>E. Performance Measures (Outcomes) – Provide at least 1 Outcome for each stated objective (outcomes quantitatively measure program impact). Hint: Outcomes measure objectives and are criteria for how the project is deemed to be effective.</p> |
| <ol style="list-style-type: none"> 1. Juvenile Probation Officers will be using the juvenile probation screening tool on Incite at the conclusion of the training 2. Juvenile Justice System Stakeholders will assist the Courts in identifying victims of HT 3. Children will be more adept at using the internet and protecting themselves against HT |

Section 4. Sustainability Plan

Describe how each (if more than one) program/project will continue when CIP funding ends. This plan should include potential funding streams, any local funding already available for this program/project, and strategies to ensure the program/project can sustain itself once CIP funding is no longer available.

Judge Dowling will continue this work by partnering with Purdue Extension and utilizing grant funding that they have received to conduct regional trainings throughout the State in training juvenile probation officers and juvenile justice system stakeholders on the use of the screening tool on Incite. It is our plan to continue to find resources to bring Rebecca back to Indiana for future trainings and presentations to students at schools

Section 5. Budget Detail Worksheet

Use the auto-calculating budget chart to submit a proposed budget for the program(s)/project(s). The budget narrative and justification must be consistent with and support the project narrative. The budget narrative and justification must be concrete and specific. It must provide a justification for the basis of each proposed cost in the budget and how the cost was calculated. Examples to consider when justifying the basis of your estimates can be ongoing activities, market rates, quotes received from vendors, and/or historical records. The proposed costs must be reasonable, allowable, allocable, and necessary for the supported activity.

| <i>Budget Item</i> | <i>Amount of CIP Funds Requested</i> | <i>Cash Match</i> | <i>In-Kind Match</i> | <i>Total Program(s)/Project(s) Cost</i> |
|--|--------------------------------------|-------------------|----------------------|---|
| Personnel (include taxes and benefits) | | | | \$ 0.00 |
| Contracted Services | \$8,000.00 | \$7,000.00 | \$0.00 | \$15,000.00 |
| Supplies | | | | \$ 0.00 |
| Equipment | | | | \$ 0.00 |
| Education/Training | | | | \$ 0.00 |
| Travel | \$500.00 | | | \$ 500.00 |
| Other | \$1,500.00 | | | \$1,500.00 |
| Totals | \$10,000.00 | \$7,000.00 | \$ 0.00 | \$17,000.00 |

Section 6. Budget Narrative

Please provide a detailed description of the budget items, justifying the cost by showing a relationship to the project activities. For those areas that have no budgeted item please indicate with "N/A".

A. Personnel: Indicate each position name/title, project duties and responsibilities, level of effort (percentage of time that the position contributes to the project), the salary amount for each position and the fringe benefit rate used with a clear description of how the computation of fringe benefits was done (the justification must detail the elements that comprise the fringe benefits, e.g., FICA).

| |
|--|
| B. Contracted Services: List the name of each contracted provider, provide a description of the product or service to be provided, the contracted rate, estimate the time to be spent on the project, and all expenses to be paid from the grant to the contracted provider. |
| Rebecca Bender's all inclusive fee is \$15,000.00. This includes flight, hotel, meals and her per diem. We have local partners who are contributing \$7,000.00 to the total cost. |
| C. Supplies: List supplies by type, e.g., office supplies, postage, laptop computers, software, printers, copies. The justification must include an explanation of the type of supplies to be purchased and how it relates back to meeting the project objectives. Describe the basis for the costs, specifically the unit cost of each item, number needed and total amount. |
| D. Education/Training: List the cost/fees associated with hosting/providing/sponsoring conferences and training events. |
| E. Travel: Briefly note the purpose of the travel. Specify the costs associated with travel (e.g., mode of transportation, accommodations, per diem. For mileage, specify the number of miles and the cost per mile. For air transportation, specify the costs. For per diem, specify the number of days and daily cost. For lodging, specify the number of nights and daily cost. List all travel expenses necessary for carrying out the grant program, including the cost of attending grant related training or conferences. The basis for calculation is the current state rate. Current rates are .42 cents per mile, \$26 per day for meals (\$6.50 for breakfast, \$6.50 for lunch, and \$13 for dinner), and reasonable government rates for lodging. See the Indiana Department of Administration web page at https://www.in.gov/idoa/2459.htm for further information. We have included this sum of mileage which includes traveling to all of the schools for the presentations to students |
| F. Other: For costs not specifically identified above, list its purpose, quantity, unit cost and budget total. Costs that fall under "Other" would include rent, utilities, client incentives. We have included \$1,500 for lunch at the regional training. We have calculated 150 people at \$10.00/each. |

CERTIFICATION

I have read the foregoing application and proposed budget, and I certify that the statements are true, complete and accurate to the best of my knowledge. If awarded a grant under this proposal, I agree to comply with any resulting terms and conditions and agree to use the funds in the manner outlined in this application. I also understand and agree that the CIP reserves the right to reduce the grant award or terminate the grant at any time if it becomes apparent that the grant funds are not being used or will not be expended by the end of the grant period.

Signature of Judge or Authorized Representative:

(Electronic signature is acceptable: i.e., the indicator /s/ followed by the person's name)

Kimberly S. Dowling

Typed Name of Authorized Representative

Judge

Title of Authorized Representative

/s/Kimberly S. Dowling

Signature of Authorized Representative

06/23/2023

Date Signed

Click to Submit



GRANT AGREEMENT EXHIBIT B

Indiana Supreme Court Court Improvement Program Terms and Conditions

October 1, 2021 – September 30, 2022

Funding for the subaward comes from federal funds received by the Indiana Supreme Court from the United States Department of Health and Human Services (HHS), Administration for Children & Families under provision of the State Court Improvement Program-Catalog of Federal Assistance (CFDA) # 93.586.

By acceptance of this subaward, the Grantee agrees to comply with the terms and conditions detailed below. Failure to comply with these terms and conditions may result in the loss of Court Improvement Program (CIP) funds and may be considered grounds for the suspension and termination of the grant.

Federal Program Standards

1. These subawards are governed by and subject to the following federal regulations, program policies and instructions:
 - Part B of Title IV of the Social Security Act (specifically, §438 of the Act)
 - Program Instruction ACYF-CB-PI-16-05
 - 2 CFR Part 25-Universal Identifier and System for Award Management
 - 2 CFR Part 170-Reporting Subaward and Executive Compensation Information
 - 2 CFR Part 176-Award Terms for Assistance Agreements that include Funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5
 - 2 CFR Part 180-OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-Procurement)
 - 2 CFR Part 376 – Nonprocurement Debarment and Suspension
 - 2 CFR Part 382-Requirements for Drug-Free Workplace (Financial Assistance)
 - 31 U.S.C. §3335, §6501, and §6503 (see also 31 CFR Part 205-Rules and Procedures for Efficient Federal-State Funds Transfers)-Cash Management Improvement Act
 - 45 CFR Part 16-Procedures of the Departmental Grant Appeals Board
 - 45 CFR Part 30-Claims Collection
 - 45 CFR Part 75-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards
 - 45 CFR Part 80-Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964
 - 45 CFR Part 81-Practice and Procedure for Hearings Under Part 80 of this Title
 - 45 CFR Part 84-Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Assistance
 - 45 CFR Part 86-Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance
 - 45 CFR Part 87-Equal Treatment for Faith-Based Organizations
 - 45 CFR Part 91-Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance
 - 45 CFR Part 93-New Restrictions on Lobbying
 - 45 CFR Part 95 Subpart E-Cost Allocation Plans
 - 45 CFR Part 100-Intergovernmental Review of Department of Health and Human Services Programs and Activities
2. In accordance with Public Law 103-333, the Departments of Labor, Health and Human Services, and Education and Related

Agencies Appropriations Act of 1995, “the following provision apply:

- Section 507: “Purchase of American-Made Equipment and Products-it is the sense of the Congress, that to the greatest extent practicable, all equipment and products purchased with funds made available under this Act should be American-made.”
 - Section 508: “When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all States receiving Federal funds, including but not limited to State and local governments and Grantees of Federal research grants shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
3. In accordance with provisions of Title V, Subtitle D of Public Law 100-690 (41 USC 701 et seq.), the “Drug-Free Workplace Act of 1988,” all Grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The Grantee must notify the Court Improvement Program and the Administration for Children and Families if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. (See 2 CFR Part 382).
 4. In accordance with Title XII of Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. Failure to comply with the provision of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.
 5. In accordance with the decision in United States v. Windsor (133 S. Ct. 2675, June 26, 2013); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. By “same-sex marriages,” HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriages. By “marriage” HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.
 6. Awards under these programs are included under the provisions of P.L. 109-282, the “Federal Funds Accountability and Transparency Act of 2006” (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts, and subcontracts in excess of \$25,000 through

the Federal Subaward Reporting system (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

7. These subawards are subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC 7104). The full text of this requirement is found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.
8. Subawards shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs. (See 45 CFR 87).
9. Subawards shall not be used to support lobbying activities to influence proposed or pending federal or state legislation or appropriations. This prohibition is related to the use of federal grant funds and is not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of government, through the use of other resources. (See 45 CFR 93).
10. Subawards may not be used for construction or the purchase of land.
11. No organization may participate in this subaward program in any capacity or receive federal funds designated for the CIP program if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." (See 45 CFR 75.212).
12. Any Grantee that expends Federal funds totaling more than \$750,000 or more during its fiscal year must arrange for a financial audit in compliance with the requirements of 45 CFR Part 75 Subpart F.

Post Award Administration Information

1. Payments "Cash Drawdowns" will be initiated by emailing "Court Improvement Program Request for Reimbursement Form" (Reimbursement Form) to supt.payables@courts.in.gov. Supporting documentation such as paid invoices and timesheets must be provided with each request to verify the amount of funds requested for reimbursement and the amount of match provided. The final Request for reimbursement must be received by October 16, 2022.
2. Obligations must occur during the program/project period stated in the grant agreement. An obligation occurs when funds are committed, such as in a valid purchase order or requisition to cover the cost of purchasing an authorized item on or after the begin date and up to the last day of the award period. See 2 C.F.R. § 200.309 (Period of Performance). Any funds not obligated by the grantee by the end of the award period will lapse and revert to the CIP. The obligation deadline is the last day of the grant award period. No additional obligations can be incurred after the end of the award. For example, if the award period is October 1, 2019 to September 30, 2020, the obligation deadline is September 30, 2020.
3. Funds awarded under the Indiana CIP may not constitute more than 75 percent (75%) of the total program cost. Therefore, a 25 percent (25%) match derived from non-federal sources is required. For example, a 25% match on a \$100,000 program/project would be \$25,000, where \$75,000 is provided by CIP using federal funds and \$25,000 is provided by the grantee. To meet federal program standards, the required match must be made concurrent with and in proportion to the use of grant funds. **Supporting documentation such as paid invoices, timesheets and the documented value of in-kind services must be provided with each request for**

reimbursement to verify the amount of match provided.

Grantees must maintain records which clearly show the source, amount, and timing for all matched contributions. The most common error found during the final financial reconciliation and closeout of an award is the failure to properly report matching funds. The full matching share provided (both cash and in-kind) must be reported on the Final Report submitted at the end of the award period. If the matching share is not reported, CIP will assume the Grantee did not meet the required match and may initiate collection of a cash match from the Grantee.

4. CIP will monitor Grantees for compliance with the federal regulations, program policies and instructions referenced above. This includes grant administrative and audit requirements under 45 CFR Part 75 and 45 CFR Part 75 Subpart E.
5. Quarterly reports are due on January 30th, April 30th, July 30th, and October 30th. A final report is due within 45 days of the end of the grant period. All reports must be emailed to cip@courts.in.gov on the forms provided on the CIP website at www.in.gov/courts/iocs/cip. Please check the website to ensure you are using the most up to date report form at the time of submission. Failure to submit timely reports may result in delay of grant payments or in the termination of the grant.
6. Information collected from reports will be used to monitor funded programs and assist the CIP in determining if the program is meeting its stated goals and objectives. The CIP reserves the right to use reported program data in statistical reports, annual reports, and other publications for general distribution.
7. Details of funded programs and projects may be made available in reports, documents or on the CIP website to promote best practices

and replication of successful programs and projects.

8. Grantees will publish or otherwise make available to the public, as requested by the CIP, the results of work conducted or produced with CIP grant funds. Grantees will provide one copy of any published material to the CIP.
9. Grantees are required to maintain adequate accounting systems and financial records to accurately account for CIP funds awarded to them. Grantees should have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of CIP grant funds. Grantees should keep detailed accounting records and documentation to track all the following information:
 - CIP funds awarded
 - CIP funds drawn down
 - Matching funds
 - Program income
 - Contracts expensed against the award
 - Expenditures
10. Grantees must retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for a period of 3 years from the date of submission of the final report. Records may be retained in an electronic format. The retention requirement includes, if applicable: books of original entry, source documents, supporting accounting transactions, the general ledger, subsidiary ledgers, personnel, and payroll records, cancelled checks, and related documents and records.

Source documents may include copies of all awards, applications, and required Grantee financial and narrative reports. Personnel and payroll records must include the time and attendance reports for all full-time and/or part-time individuals reimbursed under the award. Time and effort reports are also required for consultants.

The 3-year retention period starts from the date of submission of the final program and fiscal report. The following are exceptions to the standard record retention period:

- If any litigation, claim, audit, or other action involving the records has started before the expiration of the 3-year period, the records must be retained until all issues involving the records have been resolved and final action taken.
- When notified by the CIP to extend the retention period.
- Records for real property and equipment acquired with federal funds must be retained for 3 years after the final disposition.

11. If the CIP finds that the grantee has failed to comply with federal statutes, regulations, or the terms and conditions of an award, additional conditions may be imposed. If it is determined that noncompliance cannot be remedied by imposing additional conditions, the CIP may take one or more of the following actions Temporarily withhold cash payments pending correction of the deficiency or more severe action by the grant-making component or pass-through entity;

- Disallow all or part of the cost of activities or actions not in compliance.
- Wholly or partly suspend or terminate the Federal award.
- Designate the award Grantee as a high-risk Grantee.
- Withhold future awards for the program/project; or
- Take other remedies that may be legally available.

12. An award may be terminated in whole or in part as follows:

- By the CIP for failure to comply with the terms and conditions of an award.
- By the CIP for cause.
- By the CIP with consent of the Grantee, in which case the two parties must agree upon termination conditions, including

the effective date, and in the case of partial termination, the portion to be terminated: or

- By the Grantee upon sending the CIP written notification including the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if the CIP determines that partial termination of the award will not accomplish the purposes for which the award was made, then CIP may terminate the award in its entirety.

The CIP will provide the Grantee with notice of termination. If the award is terminated for failure to comply with the statutes, regulations, or terms and conditions of the award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.