

# Form 1023 Checklist

(Revised December 2017)

## Application for Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code

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**Note:** Retain a copy of the completed Form 1023 in your permanent records. Refer to the General Instructions regarding Public Inspection of approved applications.

**Check each box to finish your application (Form 1023). Send this completed Checklist with your filled-in application. If you have not answered all the items below, your application may be returned to you as incomplete.**

- Assemble the application and materials in this order.
  - Form 1023 Checklist
  - Form 2848, *Power of Attorney and Declaration of Representative* (if filing)
  - Form 8821, *Tax Information Authorization* (if filing)
  - Expedite request (if requesting)
  - Application (Form 1023 and Schedules A through H, as required)
  - Articles of organization
  - Amendments to articles of organization in chronological order
  - Bylaws or other rules of operation and amendments
  - Documentation of nondiscriminatory policy for schools, as required by Schedule B
  - Form 5768, *Election/Revocation of Election by an Eligible Section 501(c)(3) Organization To Make Expenditures To Influence Legislation* (if filing)
  - All other attachments, including explanations, financial data, and printed materials or publications. Label each page with name and EIN.
  
- User fee payment placed in envelope on top of checklist. DO NOT STAPLE or otherwise attach your check or money order to your application. Instead, just place it in the envelope.
  
- Employer Identification Number (EIN)
  
- Completed Parts I through XI of the application, including any requested information and any required Schedules A through H.
  - You must provide specific details about your past, present, and planned activities.
  - Generalizations or failure to answer questions in the Form 1023 application will prevent us from recognizing you as tax exempt.
  - Describe your purposes and proposed activities in specific easily understood terms.
  - Financial information should correspond with proposed activities.
  
- Schedules. Submit only those schedules that apply to you and check either "Yes" or "No" below.

Schedule A	Yes	___	No	✓	Schedule E	Yes	___	No	✓
Schedule B	Yes	___	No	✓	Schedule F	Yes	___	No	✓
Schedule C	Yes	___	No	✓	Schedule G	Yes	___	No	✓
Schedule D	Yes	___	No	✓	Schedule H	Yes	___	No	✓

- An exact copy of your complete articles of organization (creating document). Absence of the proper purpose and dissolution clauses is the number one reason for delays in the issuance of determination letters.
  - Location of Purpose Clause from Part III, line 1 (Page, Article and Paragraph Number) Page 1, Article IV, Section
  - Location of Dissolution Clause from Part III, line 2b or 2c (Page, Article and Paragraph Number) or by operation of state law Page 5, Article XI, First Parag
  
- Signature of an officer, director, trustee, or other official who is authorized to sign the application.
  - Signature at Part XI of Form 1023.
  
- Your name on the application must be the same as your legal name as it appears in your articles of organization.

Send completed Form 1023, user fee payment, and all other required information, to:

Internal Revenue Service  
Attention: EO Determination Letters  
Stop 31  
P.O. Box 12192  
Covington, KY 41012-0192

If you are using express mail or a delivery service, send Form 1023, user fee payment, and attachments to:

Internal Revenue Service  
Attention: EO Determination Letters  
Stop 31  
201 West Rivercenter Boulevard  
Covington, KY 41011

**EXHIBIT A**

**FORM 2848, POWER OF ATTORNEY AND  
DECLARATION OF REPRESENTATIVE.**

(See attached)

**Power of Attorney  
and Declaration of Representative**

OMB No. 1545-0150

**Go to [www.irs.gov/Form2848](http://www.irs.gov/Form2848) for instructions and the latest information.**

**For IRS Use Only**

Received by: \_\_\_\_\_

Name \_\_\_\_\_

Telephone \_\_\_\_\_

Function \_\_\_\_\_

Date / /

**Part I Power of Attorney**

**Caution:** A separate Form 2848 must be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.

**1 Taxpayer information.** Taxpayer must sign and date this form on page 2, line 7.

Taxpayer name and address Indiana AIDS Fund Inc. 429 East Vermont Street Suite 300 Indianapolis, IN 46204	Taxpayer identification number(s) 83-0918594
	Daytime telephone number 317-630-1805
	Plan number (if applicable)

hereby appoints the following representative(s) as attorney(s)-in-fact:

**2 Representative(s)** must sign and date this form on page 2, Part II.

Name and address Angela N. Crawford, CPA 500 N Meridian, Suite 200 Indianapolis, IN 46204 <b>Check if to be sent copies of notices and communications</b> <input checked="" type="checkbox"/>	CAF No. 0304-72716R PTIN P00573197 Telephone No. 317-713-7943 Fax No. 317-713-7943 Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address Amber Kocher, CPA 500 N. Meridian, Suite 200 Indianapolis, IN 46204 <b>Check if to be sent copies of notices and communications</b> <input type="checkbox"/>	CAF No. 0308-79725R PTIN P01286298 Telephone No. 317-713-7956 Fax No. 317-713-7956 Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address  <b>(Note: IRS sends notices and communications to only two representatives.)</b>	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address  <b>(Note: IRS sends notices and communications to only two representatives.)</b>	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>

to represent the taxpayer before the Internal Revenue Service and perform the following acts:

**3 Acts authorized (you are required to complete this line 3).** With the exception of the acts described in line 5b, I authorize my representative(s) to receive and inspect my confidential tax information and to perform acts that I can perform with respect to the tax matters described below. For example, my representative(s) shall have the authority to sign any agreements, consents, or similar documents (see instructions for line 5a for authorizing a representative to sign a return).

Description of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Whistleblower, Practitioner Discipline, PLR, FOIA, Civil Penalty, Sec. 5000A Shared Responsibility Payment, Sec. 4980H Shared Responsibility Payment, etc.) (see instructions)	Tax Form Number (1040, 941, 720, etc.) (if applicable)	Year(s) or Period(s) (if applicable) (see instructions)
Application for Exemption	1023	

**4 Specific use not recorded on Centralized Authorization File (CAF).** If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for **Line 4. Specific Use Not Recorded on CAF**

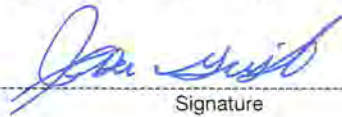
**5a Additional acts authorized.** In addition to the acts listed on line 3 above, I authorize my representative(s) to perform the following acts (see instructions for line 5a for more information):  Access my IRS records via an Intermediate Service Provider;  
 Authorize disclosure to third parties;  Substitute or add representative(s);  Sign a return;

Other acts authorized: \_\_\_\_\_

**b Specific acts not authorized.** My representative(s) is (are) not authorized to endorse or otherwise negotiate any check (including directing or accepting payment by any means, electronic or otherwise, into an account owned or controlled by the representative(s) or any firm or other entity with whom the representative(s) is (are) associated) issued by the government in respect of a federal tax liability.  
List any other specific deletions to the acts otherwise authorized in this power of attorney (see instructions for line 5b): \_\_\_\_\_

**6 Retention/revocation of prior power(s) of attorney.** The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here  **YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.**

**7 Signature of taxpayer.** If a tax matter concerns a year in which a joint return was filed, each spouse must file a separate power of attorney even if they are appointing the same representative(s). If signed by a corporate officer, partner, guardian, tax matters partner, partnership representative, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the legal authority to execute this form on behalf of the taxpayer.  
**▶ IF NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THIS POWER OF ATTORNEY TO THE TAXPAYER.**



July 18, 2018  
Date

President & CEO  
Title (if applicable)

Print Name

Print name of taxpayer from line 1 if other than individual

**Part II Declaration of Representative**

Under penalties of perjury, by my signature below I declare that:

- I am not currently suspended or disbarred from practice, or ineligible for practice, before the Internal Revenue Service;
- I am subject to regulations contained in Circular 230 (31 CFR, Subtitle A, Part 10), as amended, governing practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- I am one of the following:
  - a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
  - b Certified Public Accountant—a holder of an active license to practice as a certified public accountant in the jurisdiction shown below.
  - c Enrolled Agent—enrolled as an agent by the Internal Revenue Service per the requirements of Circular 230.
  - d Officer—a bona fide officer of the taxpayer organization.
  - e Full-Time Employee—a full-time employee of the taxpayer.
  - f Family Member—a member of the taxpayer's immediate family (spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
  - g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).
  - h Unenrolled Return Preparer—Authority to practice before the IRS is limited. An unenrolled return preparer may represent, provided the preparer (1) prepared and signed the return or claim for refund (or prepared if there is no signature space on the form); (2) was eligible to sign the return or claim for refund; (3) has a valid PTIN; and (4) possesses the required Annual Filing Season Program Record of Completion(s). **See Special Rules and Requirements for Unenrolled Return Preparers in the instructions for additional information.**
  - k Qualifying Student—receives permission to represent taxpayers before the IRS by virtue of his/her status as a law, business, or accounting student working in an LITC or STCP. See instructions for Part II for additional information and requirements.
  - r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

**▶ IF THIS DECLARATION OF REPRESENTATIVE IS NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THE POWER OF ATTORNEY. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN PART I, LINE 2.**

**Note:** For designations d-f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column.

Designation— Insert above letter (a-r).	Licensing jurisdiction (State) or other licensing authority (if applicable).	Bar, license, certification, registration, or enrollment number (if applicable).	Signature	Date
B	IN	CP10400134		7.17.18
B	IN	CP11100302		7.17.18

**EXHIBIT B**

**Form 1023**

(See attached)

**Application for Recognition of Exemption  
 Under Section 501(c)(3) of the Internal Revenue Code**

▶ **Do not enter social security numbers on this form as it may be made public.**  
 ▶ **Go to [www.irs.gov/Form1023](http://www.irs.gov/Form1023) for instructions and the latest information.**

OMB No. 1545-0056  
**Note:** If exempt status is approved, this application will be open for public inspection.

Use the instructions to complete this application and for a definition of all **bold** items. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at [www.irs.gov](http://www.irs.gov) for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I – XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

**Part I Identification of Applicant**

<b>1</b> Full name of organization (exactly as it appears in your <b>organizing document</b> )		<b>2</b> c/o Name (if applicable)	
Indiana AIDS Fund, Inc.			
<b>3</b> <b>Mailing address</b> (Number and street) (see instructions)		Room/Suite	<b>4</b> Employer Identification Number (EIN)
429 East Vermont Street, Suite 300			83-0918594
City or town, state or country, and ZIP + 4		<b>5</b> Month the annual accounting period ends (01 – 12)	
Indianapolis, IN 46202		December	
<b>6</b> Primary contact (officer, director, trustee, or <b>authorized representative</b> )		<b>b</b> Phone: 317-630-1805	
<b>a</b> Name:		<b>c</b> Fax: (optional)	
Jason Grisell			
<b>7</b> Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, <i>Power of Attorney and Declaration of Representative</i> , with your application if you would like us to communicate with your representative.		<input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>8</b> Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role.		<input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>	
<b>9a</b> Organization's website: <a href="http://www.indianaaidsfund.org">www.indianaaidsfund.org</a>			
<b>b</b> Organization's email: (optional) <a href="mailto:jgrisell@thfgi.org">jgrisell@thfgi.org</a>			
<b>10</b> Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ.		<input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>	
<b>11</b> Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY)		06 / 13 / 2018	
<b>12</b> Were you formed under the laws of a <b>foreign country</b> ? If "Yes," state the country.		<input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>	

**Part II Organizational Structure**

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. See instructions. **DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.**

- 1** Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing **certification of filing** with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification.  **Yes**  **No**
- 2** Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application.  **Yes**  **No**
- 3** Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments.  **Yes**  **No**
- 4a** Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments.  **Yes**  **No**
- b** Have you been funded? If "No," explain how you are formed without anything of value placed in trust.  **Yes**  **No**
- 5** Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected.  **Yes**  **No**

**Part III Required Provisions in Your Organizing Document**

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT file this application until you have amended your organizing document.** Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

- 1** Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language.   
Location of Purpose Clause (Page, Article, and Paragraph): Page 1, Article IV, Section 2
- 2a** Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c.
- b** If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. Page 5, Article XI, First Paragraph
- c** See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state:

**Part IV Narrative Description of Your Activities**

Using an attachment, describe your *past*, *present*, and *planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors**

- 1a** List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual **compensation**, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
See statement 1			



**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

**b** List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
To be determined	Program Director	429 E. Vermont Street, Suite 300 Indianapolis, IN 46202	67,500
To be determined	Program Manager	429 E. Vermont Street, Suite 300 Indianapolis, IN 46202	57,000
To be determined	Program Manager	429 E. Vermont Street, Suite 300 Indianapolis, IN 46202	57,000

**c** List the names, names of businesses, and mailing addresses of your five highest compensated **independent contractors** that receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
N/A			

The following "Yes" or "No" questions relate to *past, present, or planned* relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

**2a** Are any of your officers, directors, or trustees **related** to each other through **family** or **business relationships**? If "Yes," identify the individuals and explain the relationship.  Yes  No

**b** Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees.  Yes  No

**c** Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship.  Yes  No

**3a** For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.

**b** Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through **common control**? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement.  Yes  No

**4** In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.

**a** Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy?  Yes  No

**b** Do you or will you approve compensation arrangements in advance of paying compensation?  Yes  No

**c** Do you or will you document in writing the date and terms of approved compensation arrangements?  Yes  No

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

d	Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e	Do you or will you approve compensation arrangements based on information about compensation paid by <b>similarly situated</b> taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
f	Do you or will you record in writing both the information on which you relied to base your decision and its source?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
g	If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is <b>reasonable</b> for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.	
5a	Have you adopted a <b>conflict of interest policy</b> consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b	What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?	
c	What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves? <b>Note:</b> A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.	
6a	Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through <b>non-fixed payments</b> , such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b	Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7a	Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at <b>arm's length</b> , and explain how you determine or will determine that you pay no more than <b>fair market value</b> . Attach copies of any written contracts or other agreements relating to such purchases.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b	Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8a	Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b	Describe any written or oral arrangements that you made or intend to make.	
c	Identify with whom you have or will have such arrangements.	
d	Explain how the terms are or will be negotiated at arm's length.	
e	Explain how you determine you pay no more than fair market value or you are paid at least fair market value.	
f	Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.	
9a	Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

- b Describe any written or oral arrangements you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

**Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You**

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past, present, and planned* activities. See instructions.

- 1a In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals.  Yes  No
- b In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations.  Yes  No
- 2 Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program.  Yes  No
- 3 Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds.  Yes  No

**Part VII Your History**

The following "Yes" or "No" questions relate to your history. See instructions.

- 1 Are you a **successor** to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to nonprofit status. If "Yes," complete Schedule G.  Yes  No
- 2 Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E.  Yes  No

**Part VIII Your Specific Activities**

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past, present, and planned* activities. See instructions.

- 1 Do you support or oppose candidates in **political campaigns** in any way? If "Yes," explain.  Yes  No
- 2a Do you attempt to **influence legislation**? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a.  Yes  No
- b Have you made or are you making an **election** to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities.  Yes  No
- 3a Do you or will you operate bingo or **gaming** activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. **Revenue and expenses** should be provided for the time periods specified in Part IX, Financial Data.  Yes  No
- b Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements.  Yes  No
- c List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.

**Part VIII Your Specific Activities (Continued)**

**4a** Do you or will you undertake **fundraising**? If "Yes," check all the fundraising programs you do or will conduct. See instructions.  **Yes**  **No**

- mail solicitations
- email solicitations
- personal solicitations
- vehicle, boat, plane, or similar donations
- foundation grant solicitations
- phone solicitations
- accept donations on your website
- receive donations from another organization's website
- government grant solicitations
- Other

Attach a description of each fundraising program.

**b** Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements.  **Yes**  **No**

**c** Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements.  **Yes**  **No**

**d** List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.

**e** Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors.  **Yes**  **No**

**5** Are you **affiliated** with a governmental unit? If "Yes," explain.  **Yes**  **No**

**6a** Do you or will you engage in **economic development**? If "Yes," describe your program.  **Yes**  **No**

**b** Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.

**7a** Do or will persons other than your employees or volunteers **develop** your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees.  **Yes**  **No**

**b** Do or will persons other than your employees or volunteers **manage** your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees.  **Yes**  **No**

**c** If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

**8** Do you or will you enter into **joint ventures**, including partnerships or **limited liability companies** treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate.  **Yes**  **No**

**9a** Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10.  **Yes**  **No**

**b** Do you provide childcare so that parents or caretakers of children you care for can be **gainfully employed** (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k).  **Yes**  **No**

**c** Of the children for whom you provide childcare, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k).  **Yes**  **No**

**d** Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k).  **Yes**  **No**

**10** Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other **intellectual property**? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed.  **Yes**  **No**

**Part VIII Your Specific Activities (Continued)**

- 11** Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution.  Yes  No
- 
- 12a** Do you or will you operate in a **foreign country** or **countries**? If "Yes," answer lines 12b through 12d. If "No," go to line 13a.  Yes  No
- b** Name the foreign countries and regions within the countries in which you operate.
- c** Describe your operations in each country and region in which you operate.
- d** Describe how your operations in each country and region further your exempt purposes.
- 
- 13a** Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a.  Yes  No
- b** Describe how your grants, loans, or other distributions to organizations further your exempt purposes.
- c** Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract.  Yes  No
- d** Identify each recipient organization and any **relationship** between you and the recipient organization.
- e** Describe the records you keep with respect to the grants, loans, or other distributions you make.
- f** Describe your selection process, including whether you do any of the following.
- (i)** Do you require an application form? If "Yes," attach a copy of the form.  Yes  No
- (ii)** Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused.  Yes  No
- g** Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.
- 
- 14a** Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15.  Yes  No
- b** Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.
- c** Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries.  Yes  No
- d** Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors.  Yes  No
- e** Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information.  Yes  No
- f** Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately.  Yes  No

**Part VIII Your Specific Activities (Continued)**

- |    |  |   |  |
|----|--|---|--|
| 15 | Do you have a <b>close connection</b> with any organizations? If "Yes," explain.   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| 16 | Are you applying for exemption as a <b>cooperative hospital service organization</b> under section 501(e)? If "Yes," explain.  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 17 | Are you applying for exemption as a <b>cooperative service organization of operating educational organizations</b> under section 501(f)? If "Yes," explain.  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 18 | Are you applying for exemption as a <b>charitable risk pool</b> under section 501(n)? If "Yes," explain.   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 19 | Do you or will you operate a <b>school</b> ? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity.   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 20 | Is your main function to provide <b>hospital or medical care</b> ? If "Yes," complete Schedule C.  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 21 | Do you or will you provide <b>low-income housing</b> or housing for the <b>elderly or handicapped</b> ? If "Yes," complete Schedule F.   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 22 | Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H. | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
- Note: Private foundations** may use Schedule H to request advance approval of individual grant procedures.

**Part IX Financial Data**

For purposes of this schedule, years in existence refer to completed tax years.

1. If in existence less than 5 years, complete the statement for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of:
  - a. Three years of financial information if you have not completed one tax year, or
  - b. Four years of financial information if you have completed one tax year. See instructions.
2. If in existence 5 or more years, complete the schedule for the most recent 5 tax years. You will need to provide a separate statement that includes information about the most recent 5 tax years because the data table in Part IX has not been updated to provide for a 5th year. See instructions.

**A. Statement of Revenues and Expenses**

	Type of revenue or expense	Current tax year				(e) Provide Total for (a) through (d)
		(a) From 07/01/18 To 12/31/18	(b) From 01/01/19 To 12/31/19	(c) From 01/01/20 To 12/31/20	(d) From To	
<b>Revenues</b>	<b>1</b> Gifts, grants, and contributions received (do not include unusual grants)	9,000,000	15,000,000	25,000,000		49,000,000
	<b>2</b> Membership fees received					
	<b>3</b> Gross investment income					
	<b>4</b> Net unrelated business income					
	<b>5</b> Taxes levied for your benefit					
	<b>6</b> Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)					
	<b>7</b> Any revenue not otherwise listed above or in lines 9–12 below (attach an itemized list)					
	<b>8</b> Total of lines 1 through 7					
	<b>9</b> Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)					
	<b>10</b> Total of lines 8 and 9	9,000,000	15,000,000	25,000,000		49,000,000
<b>11</b> Net gain or loss on sale of capital assets (attach schedule and see instructions)						
<b>12</b> Unusual grants						
<b>13</b> Total Revenue Add lines 10 through 12	9,000,000	15,000,000	25,000,000		49,000,000	
<b>Expenses</b>	<b>14</b> Fundraising expenses					
	<b>15</b> Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)	8,500,000	14,000,000	24,000,000		
	<b>16</b> Disbursements to or for the benefit of members (attach an itemized list)					
	<b>17</b> Compensation of officers, directors, and trustees	55,000	107,000	107,000		
	<b>18</b> Other salaries and wages	230,000	460,000	460,000		
	<b>19</b> Interest expense					
	<b>20</b> Occupancy (rent, utilities, etc.)	30,000	60,000	60,000		
	<b>21</b> Depreciation and depletion	1,250	5,000	10,000		
	<b>22</b> Professional fees	73,000	106,000	106,000		
	<b>23</b> Any expense not otherwise classified, such as program services (attach itemized list)	41,000	77,000	77,000		
<b>24</b> Total Expenses Add lines 14 through 23	8,930,250	14,815,000	24,820,000			

**Part IX Financial Data (Continued)**

**B. Balance Sheet (for your most recently completed tax year)**

		Year End: 2018
		(Whole dollars)
<b>Assets</b>		
1	Cash . . . . .	200,000
2	Accounts receivable, net . . . . .	
3	Inventories . . . . .	
4	Bonds and notes receivable (attach an itemized list) . . . . .	
5	Corporate stocks (attach an itemized list) . . . . .	
6	Loans receivable (attach an itemized list) . . . . .	
7	Other investments (attach an itemized list) . . . . .	
8	Depreciable and depletable assets (attach an itemized list) . . . . .	
9	Land . . . . .	
10	Other assets (attach an itemized list) . . . . .	
11	Total Assets (add lines 1 through 10) . . . . .	200,000
<b>Liabilities</b>		
12	Accounts payable . . . . .	
13	Contributions, gifts, grants, etc. payable . . . . .	
14	Mortgages and notes payable (attach an itemized list) . . . . .	
15	Other liabilities (attach an itemized list) . . . . .	
16	Total Liabilities (add lines 12 through 15) . . . . .	0
<b>Fund Balances or Net Assets</b>		
17	Total fund balances or net assets . . . . .	200,000
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17) . . . . .	200,000
19	Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**Part X Public Charity Status**

Part X is designed to classify you as an organization that is either a **private foundation** or a **public charity**. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a **private operating foundation**. See instructions.

- 1a Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions.  Yes  No
- b As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2.
- 2 Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI.  Yes  No
- 3 Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4.  Yes  No
- 4 Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation?  Yes  No
- 5 If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.  
 The organization is not a private foundation because it is:
  - a 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A.
  - b 509(a)(1) and 170(b)(1)(A)(ii)—a **school**. Complete and attach Schedule B.
  - c 509(a)(1) and 170(b)(1)(A)(iii)—a **hospital**, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C.
  - d 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, h, or i or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D.



**Part X Public Charity Status (Continued)**

- e 509(a)(4) – an organization organized and operated exclusively for testing for public safety.
- f 509(a)(1) and 170(b)(1)(A)(iv) – an organization operated for the benefit of a college or university that is owned or operated by a governmental unit.
- g 509(a)(1) and 170(b)(1)(A)(ix) – an agricultural research organization directly engaged in the continuous active conduct of agricultural research in conjunction with a college or university.
- h 509(a)(1) and 170(b)(1)(A)(vi) – an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.
- i 509(a)(2) – an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).
- j A publicly supported organization, but unsure if it is described in 5h or 5i. You would like the IRS to decide the correct status.

6 If you checked box h, i, or j in question 5 above, and you have been in existence more than 5 years, you must confirm your public support status. Answer line 6a if you checked box h in line 5 above. Answer line 6b if you checked box i in line 5 above. If you checked box j in line 5 above, answer both lines 6a and 6b.

- a (i) Enter 2% of line 8, column (e) on Part IX-A Statement of Revenues and Expenses \_\_\_\_\_ NA
- (ii) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," state this.
- b (i) For each year amounts are included on lines 1, 2, and 9 of Part IX-A Statement of Revenues and Expenses, attach a list showing the name and amount received from each **disqualified person**. If the answer is "None," state this.
- (ii) For each year amounts were included on line 9 of Part IX-A Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of Line 10, Part IX-A Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," state this.

7 Did you receive any unusual grants during any of the years shown on Part IX-A Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual.  Yes  No

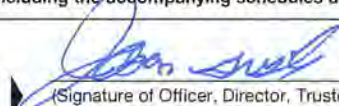
**Part XI User Fee Information and Signature**

You must include the correct user fee payment with this application. If you do not submit the correct user fee, we will not process the application and we will return it to you. Your check or money order must be made payable to the United States Treasury. User fees are subject to change. Check our website at [www.irs.gov](http://www.irs.gov) and type "Exempt Organizations User Fee" in the search box, or call Customer Account Services at 1-877-829-5500 for current information.

Enter the amount of the user fee paid: \_\_\_\_\_ 600.00

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please Sign Here

  
(Signature of Officer, Director, Trustee, or other authorized official)

Jason Grisell  
(Type or print name of signer)  
President  
(Type or print title or authority of signer)

July 18, 2018  
(Date)

**EXHIBIT C**

**Articles of Incorporation**

(See attached)

APPROVED AND FILED  
CONNIE LAWSON  
INDIANA SECRETARY OF STATE  
06/14/2018 09:00 AM

**ARTICLES OF AMENDMENT**

**ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS**

**BUSINESS ID** 201806131262922  
**BUSINESS TYPE** Domestic Nonprofit Corporation  
**BUSINESS NAME** INDIANA AIDS FUND, INC.  
**PRINCIPAL OFFICE ADDRESS** 429 Vermont Street, Suite 300, Indianapolis, IN, 46202, USA  
**DATE AMENDMENT WAS ADOPTED** 06/13/2018

**EFFECTIVE DATE**

**EFFECTIVE DATE** 06/13/2018  
**EFFECTIVE TIME** 04:56PM

**SIGNATURE**

THE MANNER OF THE ADOPTION OF THE ARTICLES OF BUSINESS AMENDMENT AND THE VOTE BY WHICH THEY WERE ADOPTED CONSTITUTE FULL LEGAL COMPLIANCE WITH THE PROVISIONS OF THE ACT, THE ARTICLES OF INCORPORATION, AND THE BYLAWS OF THE CORPORATION.

THE UNDERSIGNED OFFICER OF THIS NONPROFIT CORPORATION EXISTING PURSUANT TO THE PROVISIONS OF THE INDIANA NONPROFIT CORPORATION ACT DESIRES TO GIVE NOTICE OF ACTION EFFECTUATING BUSINESS AMENDMENT OF CERTAIN PROVISIONS OF ITS ARTICLES OF INCORPORATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **June 13, 2018**.

**SIGNATURE** Dwayne C Isaacs  
**TITLE** Legal Representative

Business ID : 201806131262922  
Filing No. : 7937976

**ARTICLES OF INCORPORATION  
OF  
INDIANA AIDS FUND, INC.**

The undersigned hereby incorporates a nonprofit corporation (“Corporation”) pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended (“Act”), and for that purpose adopts the following Articles of Incorporation.

**ARTICLE I**

**Name and Principal Office**

The name of the Corporation is Indiana AIDS Fund, Inc. The principal office of the Corporation shall be located at 429 East Vermont Street, Suite 300, Indianapolis, Indiana 46202.

**ARTICLE II**

**Registered Office and Registered Agent**

The office of the registered agent shall be located in Indianapolis, Indiana, at 429 East Vermont Street, Suite 300, Indianapolis, Indiana 46202, and the name of its registered agent at such address shall be Jason E. Grisell.

The Signatory represents that the Registered Agent named in the application has consented to the appointment of Registered Agent.

**ARTICLE III**

**Name and Address of Incorporator**

The name and address of the incorporator of the Corporation is Dwayne C. Isaacs, 10 West Market Street, Suite 2700, Indianapolis, IN 46204.

**ARTICLE IV**

**Purposes**

**Section 1. Type of Corporation.** This Corporation is a public benefit corporation.

**Section 2. General Purposes.** The Corporation shall operate exclusively in furtherance of educational, scientific, religious and/or charitable purposes, or for any other purpose authorized under Section 501(c)(3) of the Internal Revenue Code of 1986, as from time to time amended or superseded (hereinafter referred to as the “Code”), and no part of its net earnings shall inure to the benefit of any private individual.

**Section 3. Collection and Disbursement of Contributions from the General Public.** The Corporation shall collect contributions from the general public, including, without limiting the generality thereof, individuals, firms, partnerships, associations and corporations in the name of the Corporation or in the name of any fund or entity heretofore and hereinafter designated by it pursuant to resolution adopted by its Board of Directors, and to disburse such funds for the purposes set forth in Section 2 of this Article.

**Section 4. Ancillary Purposes.** The Corporation shall do everything which is helpful, necessary, proper, advisable or convenient for the accomplishment of the purposes hereinabove set forth, and do all other things incidental thereto or connected therewith which are not forbidden by the Act, or by these Articles of Incorporation, as amended from time to time, as well as any and all things which will not impair the Corporation's status as an exempt organization under the provisions of Code Section 501(c)(3).

## ARTICLE V

### Powers

**Section 1. Powers of the Corporation.** Subject to any specific written limitations or restrictions imposed by the Act or other law, or by these Articles of Incorporation as amended from time to time or by the provisions of Section 501(c)(3) of the Internal Revenue Code as from time to time amended or superseded, and solely in furtherance of, but not in addition to, the purposes set forth in Article IV above, the Corporation shall have and exercise all the powers specified in the Act; provided, however, that such powers as hereinafter enumerated which are not in themselves in furtherance of its exempt purposes shall not be exercised by this Corporation except as an unsubstantial part of its activities:

(a) **Capacity to Act.** The Corporation shall have the capacity to act possessed by natural persons, but shall have authority to perform only such acts as are necessary, convenient or expedient to accomplish the purposes set forth in Article IV above, and such as are not repugnant to law.

(b) **Appointment of Officers and Agents.** The Corporation may elect or appoint officers and agents, define their duties and fix their compensation.

(c) **Acting as Agent.** The Corporation may act in the capacity of agent or representative for any individual, association, corporation, trust or other legal entity, respecting any business, the purpose of which is similar to the purposes set forth in Article IV above.

(d) **Solicitation of Funds.** The Corporation may solicit, whether by way of outright, limited or conditional gifts or grants in trust, inter vivos, or by way of testamentary devises, bequests or grants in trust, or otherwise, funds of all kinds, including property, both real, personal and mixed, whether principal or income, tangible or intangible, present or future, vested or contingent, in order to carry on the purposes of the Corporation.

(e) **Borrowing Money.** The Corporation may borrow money and evidence the same by notes, bonds and other usual forms of security, and secure the payment of any of its obligations by mortgages or deeds of trust of its property, real and personal, and acquire by purchase, lease or other form of contract, and thereafter hold and enjoy any real and personal property that may be necessary, useful or convenient in furthering its purpose as declared in Article IV of these Articles of Incorporation, and lease, sell and convey any real or personal property it may own, however it may have been acquired, but not inconsistent with the provisions of Section 2 of Article IV hereof authorizing the acceptance and acquisition of real and personal property by gift, devise or bequest, and subject to such conditions or terms as the grantor or testator may direct or prescribe in the making of such gifts, devises or bequests.

(f) **Compensation Approval.** The Corporation shall exercise the power to approve all arrangements in advance of paying any compensation. At that time, the Corporation will determine all reasonable compensation for officers, directors, employees, and independent contractors on an hourly basis.

(g) **General Powers.** The Corporation may exercise and enjoy all of the general powers not expressly enumerated herein as are set forth in the Act.

(h) **Legislation.** No part of the activities of the Corporation shall be devoted to influence legislation.

(i) **Political Campaigns.** The Corporation shall not participate in or intervene in (including the publication or distributing of statements) any political campaign on behalf of any candidate for public office.

## **Section 2. Limitation of Activities.**

(a) **Income Distribution.** The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Code Section 4942;

(b) **Self-Dealing.** The Corporation shall not engage in any act of self-dealing that would subject any person to the taxes imposed on acts of self-dealing as defined by Code Section 4941;

(c) **Excess Business Holdings.** The Corporation shall not retain any excess business holdings which would subject it to the taxes on excess business holding imposed by Code Section 4943;

(d) **Investment Restriction.** The Corporation shall not make any investments in such manner as to subject it to the taxes on investments that jeopardize charitable purposes imposed by Cod Section 4944; and

(e) Taxable Expenditures. The Corporation shall not make any taxable expenditures which would subject it to the taxes on taxable expenditures imposed by Code Section 4945.

## ARTICLE VI

### Term of Existence

The period during which the Corporation shall continue is perpetual.

## ARTICLE VII

### Member

The Health Foundation of Greater Indianapolis, Inc. shall be the sole member of the Corporation (the "Sole Corporate Member").

## ARTICLE VIII

### Board of Directors

Section 1. Number of Directors. The Board of Directors of the Corporation shall be composed of not less than eleven (11), nor more than twenty two (22) directors; provided, however, that the exact number of directors shall be as specified in the By-Laws of the Corporation.

Section 2. Code of By-Laws. The power to make, alter, supplement, amend or repeal the By-Laws of the Corporation is vested in the Sole Corporate Member. The By-Laws may contain any provision for the regulation and management of the affairs of the Corporation not inconsistent with the Articles of Incorporation, the Act, and the laws of the State of Indiana, including provisions respecting the calling, holding and manner of conducting annual, regular and special meetings of the Board of Directors, the qualifications, obligations and rights of other members of the Corporation, if any; the powers, duties, tenure and qualifications of directors and officers of the Corporation; and the time, place and manner of electing them; requirement for bonding officers or employees; and other by-laws relating to the regulation and management of the affairs of the Corporation.

## ARTICLE IX

### Statement of Property

The Corporation does not have any property, either real or personal, at the date of its incorporation.

## ARTICLE X

### Provisions for Regulation of Business and Conduct of Affairs of Corporation

**Section 1. Meetings of Board of Directors.** Meetings of the Board of Directors shall be held at such place, within or without the State of Indiana, as may be specified in the respective notices, or waivers of notice thereof; and if not so specified, then at the principal office of the Corporation.

**Section 2. Amendment of Articles of Incorporation.** The Corporation reserves the right, from time to time, to amend all or any part of the provisions contained in these Articles. The Amendment shall be proposed by, and submitted to a vote of, the Board of Directors.

**Section 3. Creation of Executive Committee.** The Board of Directors may create an Executive Committee from among the members of its Board and its officers, and the Board may delegate to the committee such authority and responsibilities as it may decide upon from time to time by appropriate provisions in its By-Laws or by a resolution adopted by a majority vote of those present at any regular or special meeting of the directors.

**Section 4. Identity of Contributors.** Except as otherwise required by law, the Board of Directors may refuse to disclose information as to the identity of contributors to the Corporation if the Board of Directors believes that non-disclosure of such information is in the best interests of the Corporation.

## ARTICLE XI

### Dissolution

Upon dissolution of the Corporation, the Board of Directors will, after paying or making provision for the payment of all the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for the purposes of the Corporation by distributing all such assets to The Health Foundation of Greater Indianapolis, Inc., if The Health Foundation of Greater Indianapolis, Inc. is then in existence and recognized as a private foundation under section 509 of the Code, or if not, the Corporation's Board of Directors shall direct such assets to such organization or organizations which are: (1) organized at such time for purposes substantially the same as those of the Corporation, and which qualify at such time as exempt organizations under Code Section 501(c)(3) as the Board of Directors of the Corporation may determine or (2) organized and operated exclusively for charitable, educational, religious, or scientific purposes that qualify as an exempt organization or organizations under Code Section 501(c)(3), as the Board of Directors determine.



## ARTICLE XII

### Indemnification

#### Section 1. Definitions.

(a) “Director” means an individual who is or was a director of the Corporation or any subsidiary of the Corporation, or an individual who, while a director of the Corporation, is or was serving at the Sole Corporate Member’s request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, whether for profit or not. A director is considered to be serving an employee benefit plan at the Sole Corporate Member’s request if the director’s duties to the Corporation also impose duties on, or otherwise involve services by, the director to the plan or to participants in or beneficiaries of the plan. “Director” includes, unless the context requires otherwise, the estate or personal representative of a director.

(b) “Expenses” include counsel fees.

(c) “Liability” means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), and/or reasonable expenses incurred with respect to a proceeding.

(d) “Official Capacity” means:

(1) when used with respect to a director, the office of director in the Corporation or its subsidiaries, as the case may be; and

(2) when used with respect to an individual other than a director, as contemplated in Section 7 of this Article, the office in the Corporation or its subsidiaries, as the case may be, held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the Corporation.

“Official Capacity” does not include service for any other foreign or domestic corporation, except the Corporation’s subsidiaries, or any partnership, joint venture, trust, employee benefit plan, or other enterprise, whether for profit or not.

(e) “Party” includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

(f) “Proceeding” means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal.

**Section 2. Optional Indemnification.** The Corporation may indemnify an individual made a party to a proceeding because the individual is or was a director against liability incurred in the proceeding if:

- (a) The individual's conduct was in good faith; and
- (b) The individual reasonably believed:
  - (1) in the case of conduct in the individual's official capacity with the Corporation or its subsidiaries, as the case may be, that the individual's conduct was in its best interests; and
  - (2) in all other cases, that the individual's conduct was at least not opposed to the best interests of the Corporation, as the case may be; and
- (c) In the case of any criminal proceeding, the individual either:
  - (1) had reasonable cause to believe the individual's conduct was lawful; or
  - (2) had no reasonable cause to believe the individual's conduct was unlawful.

A director's conduct with respect to an employee benefit plan for a purpose the director reasonably believed to be in the interests of the participants in and beneficiaries of the plan is conduct that satisfies the requirement of subsection (b)(2) of this Section.

The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director did not meet the standard of conduct described in this Section.

**Section 3. Mandatory Indemnification.** The Corporation shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because the director is or was a director of the Corporation or of a subsidiary of the Corporation against reasonable expenses incurred by the director in connection with the proceeding.

**Section 4. Expense Reimbursement.** The Corporation may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding if:

- (a) The director furnishes the Corporation a written affirmation of the director's good faith belief that the director has met the standard of conduct described in Section 2 of this Article;

(b) The director furnishes the Corporation a written undertaking, executed personally or on the director's behalf, to repay the advance if it is ultimately determined that the director did not meet the standard of conduct; and

(c) A determination is made that the facts then known to those making the determination would not preclude indemnification under this Article.

The undertaking required by subsection (b) of this Section must be an unlimited general obligation of the director but need not be secured and may be accepted without reference to financial ability to make repayment.

Determinations and authorizations of payments under this Section shall be made in the manner specified in Section 6 of this Article.

**Section 5. Court Ordered Indemnification.** A director of the Corporation who is a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice the court considers necessary, may order indemnification if it determines:

(a) The director is entitled to mandatory indemnification under Section 3 of this Article, in which case the court shall also order the Corporation to pay the director's reasonable expenses incurred to obtain court ordered indemnification; or

(b) The director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the director met the standard of conduct set forth in Section 2 of this Article.

**Section 6. Procedure.** The Corporation may not indemnify a director under Section 2 of this Article unless authorized in the specific case after a determination has been made that indemnification of the director is permissible in the circumstances because the director has met the standard of conduct set forth in Section 2 of this Article.

The determination shall be made by any one (1) of the following procedures:

(a) By the Board of Directors by majority vote of a quorum consisting of directors not at the time parties to the proceeding.

(b) If a quorum cannot be obtained under subsection (a) of this Section, by a majority vote of a committee duly designated by the Board of Directors (in which designation directors who are parties may participate), consisting solely of two (2) or more directors not at the time parties to the proceeding.

(c) By special legal counsel:

(1) selected by the Board of Directors or its committee in the manner prescribed in subsection (a) or (b) of this Section; or

(2) if a quorum of the Board of Directors cannot be obtained under subsection (a) of this Section and a committee cannot be designated under subsection (b) of this Section, selected by a majority vote of the full Board of Directors (in which selection directors who are parties may participate).

Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under subsection (c) of this Section to select counsel.

**Section 7. Miscellaneous Indemnification Provisions.** An officer of the Corporation or of a subsidiary of the Corporation, whether or not a director, is entitled to mandatory indemnification under Section 3 of this Article and is entitled to apply for court ordered indemnification under Section 5 of this Article, in each case to the same extent as a director.

The Corporation may indemnify and advance expenses hereunder to an officer, employee, or agent of the Corporation or of a subsidiary of the Corporation, whether or not a director, to the same extent as to a director.

The Corporation may also indemnify and advance expenses to an officer, employee, or agent, whether or not a director, to the extent, consistent with public policy, that may be provided by these Articles of Incorporation, the By-Laws, general or specific action of the Board of Directors, or by contract.

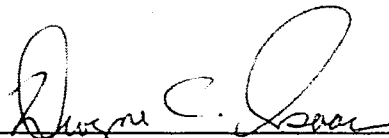
The Corporation may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee, or agent of the Corporation, or of a subsidiary of the Corporation, or who, while a director, officer, employee, or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by the individual in that capacity or arising from the individual's status as a Director, officer, employee, or agent, whether or not the Corporation would have power to indemnify the individual against the same liability under Sections 2 or 3 of this Article; provided, however, that when and to the extent that the Corporation has purchased and maintained such insurance, it shall have no duty hereunder to indemnify any such person to the extent such liabilities are covered by insurance.

The rights of indemnification provided hereunder shall continue to exist as to a person who has ceased to be a director, officer, or employee or agent of the Corporation, or of any of its subsidiaries, and shall inure to the benefit of the heirs, executors and administrators of any such person. The indemnification provided by this Article shall be applicable to all proceedings made or commenced after the adoption hereof, arising from acts or omissions to act occurring whether before or after the adoption hereof.

The provisions of this Article do not limit the Corporation's power to pay or reimburse expenses incurred by a director, officer, employee or agent in connection with the person's appearance as a witness in a proceeding at a time when the person has not been made a named defendant or respondent to the proceeding.

The indemnification provisions herein are intended to encompass the provisions of Sections 23-17-16-1 through 23-17-16-15 of the Act, as from time to time amended, as modified by these Articles of Incorporation as permitted by Section 23-17-16-15 of the Act, as from time to time amended.

IN WITNESS WHEREOF, the undersigned incorporator executes these Articles of Incorporation and verifies that the facts contained herein are true this 13<sup>th</sup> day of June, 2018.

  
\_\_\_\_\_  
Dwayne C. Isaacs, Incorporator

This instrument was prepared by Dwayne C. Isaacs, Attorney at Law, Bingham Greenebaum Doll LLP, 10 West Market Street, 2700 Market Tower, Indianapolis, IN 46204; (317) 635-8900; [disaacs@bgdlegal.com](mailto:disaacs@bgdlegal.com).

**EXHIBIT D**

**Bylaws**

(See attached)

BY-LAWS  
OF  
INDIANA AIDS FUND, INC.

ARTICLE I  
Name, Location and Seal

Section 1. Name. The name of the Corporation shall be Indiana AIDS Fund, Inc.

Section 2. Location. The post office address of its principal office is -- 429 East Vermont Street, Suite 300, Indianapolis, Indiana 46202. The name and address of its registered agent and registered office is Jason E. Grisell, 429 East Vermont Street, Suite 300, Indianapolis, Indiana 46202. The location of its principal office, or the designation of its registered agent or registered office, or both, may be changed at any time, or from time to time when authorized by the Board of Directors, by filing with the Secretary of State on or before the day any such change is to take effect, or within ten (10) days after the termination of the resident agent's agency, a certificate signed by the President and the Secretary of the Corporation, and verified under oath by one of such officers signing the same, stating the change to be made and reciting that such change is made pursuant to authorization by the Board of Directors.

Section 3. Seal. The Corporation may have a seal. About the periphery of the seal shall appear the words "Indiana AIDS Fund, Inc." and "State of Indiana". In the center of the seal shall appear the word "Seal". The absence of the corporate seal from any document shall not affect in any way the validity or effect of such document.

ARTICLE II  
Calendar Year

The accounting period shall be a calendar year.

ARTICLE III  
Member

The Health Foundation of Greater Indianapolis, Inc. (the "Sole Corporate Member") shall be the sole member of the Corporation.

ARTICLE IV  
Board of Directors

Section 1. Powers of Board. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of, a Board of Directors, subject to the Articles of Incorporation and these By-Laws. Notwithstanding the foregoing statement, neither the Corporation nor any of its officers, directors, employees or

other representatives shall have the power or authority to do any act that will prevent the Corporation from being an organization exempt from taxation under Section 509 of the Internal Revenue Code of 1986, as amended, or any corresponding provisions of any subsequent federal tax laws, (the "Code"). The Directors and each of them shall have no authority to bind the Corporation except when acting as a Board, or as a duly authorized committee thereof. The Board of Directors shall have the power to fix the salaries of all Directors and officers, and to employ and discharge all employees and appointed officers, and to fix the wages and salaries thereof; or said Board may authorize any one or more of its officers to do so.

Section 2. Appointment and Qualification; Term. The initial Board of Directors shall consist of eleven (11) Directors. Thereafter, Directors shall be appointed by the Sole Corporate Member. The Sole Corporate Member shall appoint Directors such that the Board of Directors shall consist of the same persons then serving on the Board of Directors of the Sole Corporate Member. The number of Directors may be increased or decreased from time to time by amendment of the By-Laws, but no decrease shall reduce the number of Directors to less than eleven (11), no increase shall increase the number of Directors to more than twenty-two (22). The Sole Corporate Member shall determine the term for each Director.

Section 3. Vacancies. Any vacancy occurring in the Board of Directors caused by death, resignation, increase in number of Directors, or otherwise, shall be filled by the Sole Corporate Member.

Section 4. Resignation. A Director may resign at any time by delivering written notice to the Board Chair, if any, or to the President or the Secretary of the Corporation. The resignation is effective on the date accepted by the Board of Directors unless the notice specifies a different effective date that is accepted by the Board of Directors.

Section 5. Removal. Any Director may be removed with or without cause by the Sole Corporate Member.

Section 6. Annual Meeting. The Board of Directors shall meet annually, in January, for the purpose of organization and consideration of any business that may be brought before the meeting. Directors shall be informed of any change to this date at least 60 days in advance of the meeting.

Section 7. Other Meetings. Other meetings of the Board of Directors may be held upon the call of the Board Chair, or of six (6) of the members of the Board of Directors of the Corporation at such place, within the State of Indiana, upon ten (10) days' notice, specifying the time, place and general purposes of the meeting, given to each Director, either personally or by mail. At any meeting at which all Directors are present, notice of the time, place and purpose thereof shall be deemed waived; and similar notices may likewise be waived by absent Directors, by written instrument, executed either before or after such meeting. By a special resolution adopted by the Board, the Board may establish regular periodic meetings to be held without the requirement of notice of such meeting to the members of the Board.

Section 8. Quorum and Actions of Board. A quorum of the Board of Directors consists of a majority of the Directors in office immediately before a meeting begins. A quorum of the Board



of Directors must be present at the time an action is taken for the action to be validly adopted; if a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors.

Section 9. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if the action is taken by a majority of the members of the Board or committee. The action must be evidenced by one or more written consents describing the action taken, signed by each Director or each member of a committee, and included in the minutes or filed with the corporate records reflecting the action taken. The consent is effective when the last Director signs the consent, unless the consent specifies a different prior or subsequent effective date. The consent has the effect of a meeting vote and may be described as such in any document.

Section 10. Participation in Meetings When Not in Attendance. Any or all Directors may participate in an annual, regular or special meeting by, or conduct a meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

## ARTICLE V Officers

Section 1. Appointment. The Sole Corporate Member shall appoint a Board Chair, a Secretary, and any other offices that the Sole Corporate Member desires to create, including but not limited to one or more Vice-Presidents. The Sole Corporate Member shall appoint officers such that the officers of the Corporation shall consist of the same persons, in the same positions, that are then serving as officers of the Sole Corporate Member.

Section 2. Removal. Any appointed officer of the Corporation may be removed at any time by the Sole Corporate Member.

Section 3. Board Chair. The Board Chair shall perform all duties incident to the office of Chairperson of the Board, and any other duties as described in the governance policies of the board. The Board Chair shall appoint the Members of each standing Board Committee and shall serve as an Ex Officio Member of each standing Board Committee. The Board Chair shall appoint all other Board Committees.

Section 4. The Vice-Chair. The Vice-Chair, if any, shall perform all duties incumbent upon the Board Chair during the absence or disability of the Board Chair, and shall perform such other duties as these By-Laws may require or the Board of Directors may prescribe.

Section 5. The Secretary. The Secretary shall attend all sessions of the Board of Directors and shall act as clerk thereof and record all votes and keep an accurate record of the minutes of the proceedings of all such meetings and cause notices of all meetings of the Directors to be given by the President.

Section 6. The Treasurer. The Treasurer, if any, shall have custody of the corporate funds and securities and shall keep full and accurate account of all receipts and disbursements, and shall deposit all moneys to the credit of the Corporation in such depository as may be prescribed by the Board of Directors from time to time.

Section 7. Resignation. An officer may resign at any time by delivering written notice to the Board Chair, if any, or to the President or the Secretary of the Corporation. The resignation is effective on the date accepted by the Board of Directors unless the notice specifies a different effective date that is accepted by the Board of Directors.

#### ARTICLE VI Executive Committee

The Executive Committee shall be composed of the appointed officers, the immediate past board chair (if existing), and the Chair of any standing committee, and shall conduct that business of the Corporation that cannot be delayed until the next meeting of the Board of Directors. Any actions of the Executive Committee shall be submitted for approval at the next meeting of the Board of Directors. The Board Chair shall chair the Executive Committee.

#### ARTICLE VII Personnel

Section 1. Chief Executive Officer. The CEO shall be responsible to the Board of Directors for the day-to-day operation of the Corporation and for the implementation of Board policy as described in the governance policies of the Board. The CEO shall be called the President. Any change in the responsibilities of the CEO or the individual fulfilling this position will be by action of the Sole Corporate Member.

Section 2. Staff. The staff operations of the Corporation shall be the responsibility of the CEO. Additional staff positions may be engaged only upon approval of the Board.

#### ARTICLE VIII Board Committees

Section 1. Finance Committee. The Finance Committee shall assist and oversee the utilization of corporate funds. It shall review budgets and investment policies established by the Board of Directors. This Committee will work with stock brokers, banks, and other sources to determine those investments that will meet the criteria of Internal Revenue Code concerning investments by charitable organizations. The Treasurer of the Corporation shall be chairperson of the Finance Committee.

Section 2. Other Board Committees. The Board Chair shall appoint all other Board Committees.

ARTICLE IX  
Staff Committees

Section 1. Appointment of Staff Committees. The CEO shall appoint the members of each Staff Committee and shall serve as the Chairperson of such committees.

Section 2. Staff Committees. Staff Committees will be established by the CEO and will review all grant requests, evaluate previous grant awards, and make recommendations to the Board of Directors, all in accordance with Board policy.

Section 3. Ad Hoc Staff Committees. Ad hoc Staff Committees will be established as necessary by the CEO.

ARTICLE X  
Compensation

Section 1. CEO Compensation. The Board of Directors shall establish the compensation of the CEO.

Section 2. Staff Compensation. The CEO shall make salary and benefit recommendations during the budget process.

ARTICLE XI  
Rules of Order

All meetings of the Board of Directors or any committee shall be governed by the rules contained in the then current edition of Roberts Rules of Order, Revised, insofar as those rules are not inconsistent with the laws of Indiana, Articles of Incorporation, and this Code of By-Laws, or any special rules of order adopted by the Board of Directors or the given committee.

ARTICLE XII  
Amendments

The Sole Corporate Member reserves the right to make, amend, alter, change or repeal any provisions contained in the By-Laws of the Corporation or in any amendment thereto; provided, however, that such power shall not authorize any amendment, alteration, change or repeal which would have the effect of disqualifying the Corporation as a tax-exempt organization under Section 501(c)(3) of the Code, or would have the effect of disqualifying contributions to the Corporation for deduction under Sections 170(c)(2), 2055(a)(2) or 2522 of the Code.

ARTICLE XIII  
Dissolution

Upon dissolution of the Corporation, the Board of Directors will, after paying or making provision for the payment of all the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for the purposes of the Corporation by distributing all such assets to the

Sole Corporate Member, if the Sole Corporate Member is then in existence and recognized as a private charity under section 501(c)(3) of the Code, or if not, the Corporation's Board of Directors shall direct such assets to such organization or organizations which are: (1) organized at such time for purposes substantially the same as those of the Corporation, and which qualify at such time as exempt organizations under Code Section 501(c)(3) as the Board of Directors of the Corporation may determine or (2) organized and operated exclusively for charitable, educational, religious, or scientific purposes that qualify as an exempt organization or organizations under Code Section 501(c)(3), as the Board of Directors determine.

ARTICLE XIV  
The Indiana Nonprofit Corporation Act of 1991

The provisions of the Act, applicable to any of the matters not herein specifically covered by these By-Laws, are hereby incorporated by reference in and made a part of these By-Laws.

Accepted and adopted this 13<sup>th</sup> day of June, 2018.

**EXHIBIT E**

**Form 5768**

(See attached)

Form **5768**

(Rev. September 2016)

Department of the Treasury  
Internal Revenue Service**Election/Revocation of Election by an Eligible  
Section 501(c)(3) Organization To Make  
Expenditures To Influence Legislation**  
(Under Section 501(h) of the Internal Revenue Code)► Information about Form 5768 and its instructions is at [www.irs.gov/form5768](http://www.irs.gov/form5768).For IRS  
Use Only ►

Name of organization	Employer identification number
Indiana AIDS Fund, Inc.	83-0918594
Number and street (or P.O. box no., if mail is not delivered to street address)	Room/suite
429 East Vermont Street	300
City, town or post office, and state	ZIP + 4
Indianapolis, IN	462024

- 1 Election**— As an eligible organization, we hereby elect to have the provisions of section 501(h) of the Code, relating to expenditures to influence legislation, apply to our tax year ending December 31, 2018 and all subsequent tax years until revoked. (Month, day, and year)

**Note:** This election must be signed and postmarked within the first taxable year to which it applies.

- 2 Revocation**— As an eligible organization, we hereby revoke our election to have the provisions of section 501(h) of the Code, relating to expenditures to influence legislation, apply to our tax year ending \_\_\_\_\_ and all subsequent tax years (until a new election is made). (Month, day, and year)

**Note:** This revocation must be signed and postmarked before the first day of the tax year to which it applies.Under penalties of perjury, I declare that I am authorized to make this (check applicable box)  election  revocation on behalf of the above named organization.

(Signature of officer or trustee)

Jason Gaisell, President: CEO

(Type or print name and title)

July 18, 2018

(Date)

**General Instructions**

Section references are to the Internal Revenue Code.

Section 501(c)(3) states that an organization exempt under that section will lose its tax-exempt status and its qualification to receive deductible charitable contributions if a substantial part of its activities are carried on to influence legislation. Section 501(h), however, permits certain eligible section 501(c)(3) organizations to elect to make limited expenditures to influence legislation. An organization making the election will, however, be subject to an excise tax under section 4911 if it spends more than the amounts permitted by that section. Also, the organization may lose its exempt status if its lobbying expenditures exceed the permitted amounts by more than 50% over a 4-year period. For any tax year in which an election under section 501(h) is in effect, an electing organization must report the actual and permitted amounts of its lobbying expenditures and grass roots expenditures (as defined in section 4911(c)) on its annual return required under section 6033. See Part II-A of Schedule C (Form 990 or Form 990-EZ). Each electing member of an affiliated group must report these amounts for both itself and the affiliated group as a whole.

To make or revoke the election, enter the ending date of the tax year to which

the election or revocation applies in item **1** or **2**, as applicable, and sign and date the form in the spaces provided.**Eligible organizations.** A section 501(c)(3) organization is permitted to make the election if it is not a disqualified organization (see below) and is described in:

1. Section 170(b)(1)(A)(ii) (relating to educational institutions),
2. Section 170(b)(1)(A)(iii) (relating to hospitals and medical research organizations),
3. Section 170(b)(1)(A)(iv) (relating to organizations supporting government schools),
4. Section 170(b)(1)(A)(vi) (relating to organizations publicly supported by charitable contributions),
5. Section 170(b)(1)(A)(ix) (relating to agricultural research organizations),
6. Section 509(a)(2) (relating to organizations publicly supported by admissions, sales, etc.), or
7. Section 509(a)(3) (relating to organizations supporting certain types of public charities other than those section 509(a)(3) organizations that support section 501(c)(4), (5), or (6) organizations).

**Disqualified organizations.** The following types of organizations are not permitted to make the election:

- a. Section 170(b)(1)(A)(i) organizations (relating to churches),

- b. An integrated auxiliary of a church or of a convention or association of churches, or
- c. A member of an affiliated group of organizations if one or more members of such group is described in **a** or **b** of this paragraph.

**Affiliated organizations.** Organizations are members of an affiliated group of organizations only if (1) the governing instrument of one such organization requires it to be bound by the decisions of the other organization on legislative issues, or (2) the governing board of one such organization includes persons (i) who are specifically designated representatives of another such organization or are members of the governing board, officers, or paid executive staff members of such other organization, and (ii) who, by aggregating their votes, have sufficient voting power to cause or prevent action on legislative issues by the first such organization.

For more details, see section 4911 and section 501(h).

**Note:** A private foundation (including a private operating foundation) is not an eligible organization.**Where to file.** Mail Form 5768 to:  
Department of the Treasury  
Internal Revenue Service Center  
Ogden, UT 84201-0027

**EXHIBIT F**

**Conflict of Interest Policy**

Adopted July 1, 2018

(See attached)

## CONFLICT OF INTEREST POLICY

OF

INDIANA AIDS FUND, INC.

### ARTICLE I

#### PURPOSE

The purpose of the conflict of interest policy is to protect the interest of the Indiana Aids Fund, Inc., which is a tax-exempt organization (the "Organization") when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

### ARTICLE II

#### DEFINITIONS

1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement;
- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement; or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.



ARTICLE III  
PROCEDURES

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of

the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### ARTICLE IV RECORDS OF PROCEEDINGS

The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

#### ARTICLE V COMPENSATION

1. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
3. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

#### ARTICLE VI ANNUAL STATEMENTS

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

1. Has received a copy of the conflicts of interest policy;
2. Has read and understands the policy;
3. Has agreed to comply with the policy; and
4. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE VII  
PERIODIC REVIEWS

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

1. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
2. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

ARTICLE VIII  
USE OF OUTSIDE EXPERTS

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Accepted and adopted as of \_\_\_\_\_, 2018.

**EXHIBIT G**  
**Grant Agreement**

(See attached)

**GRANT AGREEMENT**  
**GRANT NUMBER «GrantNo»**

This agreement (the “Grant Agreement”), entered into by and between **INDIANA AIDS FUND, INC.** (the “IAFI” or the “Grantor”) and «Grantee» (the “Grantee”), is executed pursuant to the terms and conditions set forth herein. IAFI has awarded Grantee a grant in the amount of «DollarAmount» («\$») (the “Grant” or the “Grant Funds”) payable during the grant period of «ContractBegin» to «ContractEnd». This Grant is to be used for the express purpose of providing support for «SupportOrg» to «GrantPurpose», as indicated in the proposal approved by our Board of Directors on «BoardApprovalDate».

This Grant is subject to the following conditions:

1. **Use of Grant Funds.** Grantee will use the Grant Funds only for the purposes described in Grantee’s grant application as summarized above. **In the event that Grantee cannot use the Grant Funds for the purposes described above, Grantee must notify IAFI immediately.** Grantee will use the Grant Funds only for those charitable purposes described in Section 501(c)(3) of the Internal Revenue Code. If IAFI determines that any of the Grant Funds have been used for any purpose other than those summarized above, remain unused by Grantee, or are not used in accordance with the terms and conditions of this Grant Agreement, then IAFI may unilaterally change the terms of this Grant Agreement and take such actions as IAFI deems appropriate to ensure the proper use of the Grant Funds. These actions may include, in the sole discretion of IAFI, the total revocation of the Grant Agreement and the immediate return of all Grant Funds with appropriate interest.
2. **Charitable Activities.** The Grant Funds awarded must be used solely for the charitable activities consistent with Grantee’s tax-exempt status under the Internal Revenue Code. **According** to our records, Grantee is classified as a public charity, publicly supported organization, governmental agency as described in Code Section 501(c)(3), 509(a)(1), 509(a)(2), 509(a)(3), 170(b)(1)(A), etc. If that is not the case, please notify IAFI immediately.
3. **Lobbying and Political Activities.** No part of the Grant Funds shall be used for lobbying or political activities.
4. **Monitoring.** IAFI may conduct on-site or off-site monitoring reviews during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. Grantee shall extend its full cooperation and give full access to IAFI of the site and relevant documentation for the purpose of determining, among other things:
  - a. whether Grantee is engaging in activities that are consistent with the purpose of the Grant and the terms and conditions of the Grant Agreement;
  - b. that Grantee is making timely progress on the project, and that Grantee’s 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 the Periodic Reports submitted to IAFI; and
  - c. any other purpose as IAFI may determine.

5. **Audits and Maintenance of Records.** 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 IAFI or its authorized designee. Grantee shall furnish copies to the IAFI at no cost to IAFI.

Grantee is a “subrecipient” of federal grant funds under 2 C.F.R. 200.330. If required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.*

6. **Notification Requirement.** Any staff changes connected to the operation or execution of this grant, **including** organizational leadership, must be communicated to IAFI within five (5) business days.
7. **Future Grants.** Any future grants are at the sole discretion of the Grantor, and Grantor makes no **promises** or commitments regarding any future funding to Grantee other than as provided for herein.
8. **Publicity.** All publicity, **without** exception, must be approved by IAFI.
9. **Grant Schedule.** This Grant **will** be paid in the installment(s) listed below:

Scheduled Date	Amount	Status
«InstallDate1»	«Install\$1»	Scheduled
«InstallDate2»	«Install\$2»	Scheduled

10. **Periodic Reports.** Periodic Reports which include IAFI’s grant number and detailed expenditures against the Grant Funds will be expected as listed below:

Scheduled Date	Type	Completed Date
«ScheduleDate1»	«Type1»	
«ScheduleDate2»	«Type2»	
«ScheduleDate3»	«Type3»	
«ScheduleDate4»	«Type4»	

**Attachment A** provides guidelines for these reporting requirements.

11. **Compliance with Laws.** 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 IAFI and Grantee to determine whether the provisions of this Grant Agreement require formal modification.

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.

Grantee warrants that Grantee and any contractors performing work in connection with this Grant 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 IAFI. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination.

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

As required by IC §5-22-3-7:

- a. Grantee and any principals of Grantee certify that:
  - i. Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
    - IC §24-4.7 [Telephone Solicitation of Consumers];
    - IC §24-5-12 [Telephone Solicitations]; or
    - IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred and sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
  - ii. 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.
- b. Grantee and any principals of Grantee certify that an affiliate or principal of Grantee and any agent acting on behalf of Grantee or on behalf of an affiliate or principal of Grantee, except for de minimis and nonsystematic violations,
  - i. has not violated the terms of IC §24-4.7 in the previous three hundred and sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
  - ii. 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.

12. **Drug-Free Workplace Certification.** As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, 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 IAFI 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 and termination of the Grant.

In addition to the provisions of the above paragraph, if the total amount set forth in this Grant Agreement is in excess of \$25,000, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- a. publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibitions;
  - 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;
  - 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 Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
  - d. notifying IAFI, in writing, within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such convictions;
  - 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 making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) and (e) above.
13. **Employment Eligibility Verification.** As required by IC §22-5-1.7, Grantee hereby swears or affirms under penalties of perjury that:
- a. Grantee has enrolled and is participating in the E-Verify program;
  - b. Grantee does not knowingly employ an unauthorized alien; and
  - c. 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. Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor; and

- d. Grantee has provided documentation to IAFI that Grantee has enrolled and is participating in the E-Verify Program.
14. **Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provisions of services.

Grantee understands that IAFI is a recipient of federally sourced 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.

15. **Federal and State Third-Party Contract Provisions.** If part of this Grant involves the payment of federal funds, Grantee and, if applicable, its contractors shall comply with the federal grant/contract provisions attached as **Attachment B** and incorporated fully herein.
16. **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.
17. **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.

Notices to IAFI shall be sent to:

Indiana AIDS Fund, Inc.  
429 East Vermont Street, Suite 300  
Indianapolis, Indiana 46202

Notices to Grantee shall be sent to:

«GranteeContactName»  
«GranteeAddress1»  
«GranteeAddress2»

18. **Anti-terrorism.** Grantee hereby represents that none of the following individuals or entities are listed in any anti-terrorism Watch List: (1) Grantee; (2) any member of the Grantee’s governing body; (3) any officer; or (4) any employee or agent responsible for handling or distributing the Grant Funds. For these purposes, the “Watch List” includes those terrorist watch lists currently maintained by the United States Department of Homeland Security, the United Nations, and the **European** Unions. Grantee represents that it will not fund individuals or organizations listed on such Watch Lists, and that it has procedures in place to ensure that it will not directly or indirectly fund any organization or individual on such Watch Lists. Violations of these provisions are cause for immediate termination of this Grant.
19. **HIPAA Compliance.** If this Grant Agreement **involves** services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Grantee covenants that it will appropriately safeguard Protected Health Information (define in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

If any final regulation or body of regulations relating to the administrative simplifications provisions of the Health Insurance Portability and Accountability Act of 1996 (“Final HIPAA Regulations”), or any amendment or judicial or administrative interpretation of the Final HIPAA regulations prohibits, restricts, limits or materially and adversely affects either party’s right or obligations hereunder, the parties shall negotiate, in good faith, reasonable revisions to this Grant Agreement. The purpose of the negotiations shall be to revise the Grant Agreement so that the affected party can comply and/or act in accordance with such Final HIPAA regulations, or amendment or judicial or administrative interpretation thereof and avoid or mitigate such prohibition, restriction, limitation or material and adverse effect. If the parties fail to agree to such revisions within forty-five (45) days after written notice from the affected party requesting negotiations under this paragraph, this Grant Agreement shall terminate. If so terminated, the Grantee shall return or destroy all protected health information received from, created or received by Grantee. Grantee shall retain no copies of such information in any form if feasible. If not feasible, Grantee bears the responsibility of ensuring that the protected health information is maintained in a secure and confidential manner.

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

**GRANTOR:**

**INDIANA AIDS FUND, INC.**

BY: The Health Foundation of Greater  
Indianapolis, Inc., sole Corporate Member  
  
By: \_\_\_\_\_

**GRANTEE:**

**«GRANTEE»**

By: \_\_\_\_\_  
Name: «GranteeContactName»

Jason E. Grisell, President & CEO Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

Date: \_\_\_\_\_, 2018

**ATTACHMENT A**  
**PERIODIC NARRATIVE AND FINANCIAL REPORTS**

**The periodic reports, narrative and financial reports should cover at a minimum, the following items:**

- a) Completed grant reporting and/or evaluation form(s) as required by IAFI or a contracted evaluation consultant as applicable;
- b) the time period covered by the Grant;
- c) the Scheduled Purposes, by reference to the descriptions for which the Grant Funds were expended;
- d) the amount expended; and the goods or services purchased with Grant Funds (i.e., equipment, staff, consultants, supplies, etc.);
- e) comments on the use of the Grant Funds, i.e., whether the project was successful in accomplishing its objectives and, if not, the challenges encountered and possible solutions;
- f) a statement of the amount of Grant Funds received which were not expended during the reporting period;
- g) statement of whether the Grantee wishes to modify or expand, geographically or otherwise the Scheduled Purposes and, if so, how and when; and
- h) a verification that the detailed financial records supporting the report are on file with, and will be maintained by, the Grantee for a period of seven (7) years after the report is filed, and that any unexpended grant funds will be used for Scheduled Purposes.

**NOTE: If reports are not received by the due date or closely thereafter, all future funding will be jeopardized.**

**ATTACHMENT B**  
**FEDERAL FUNDING**

- 1) **Incorporation.** This Grant 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. 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal 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 <http://www.hrsa.gov/grants/hhsgrantspolicv.pdf>).

Grantee must comply with all terms and conditions outlined in the grant 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.

- 2) **Anti-kickback Statute.** Grantee is 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).
- 3) **Victims of Trafficking and Violence Protection Act.** Grantee is 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).
- 4) **Accessibility of Services.** Services must not discriminate on the basis of 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 required by the implementing regulations of the Federal Agency providing the funds. Resources are available at <http://justice.gov/crt/about/cor/coord/titlevi.php>.
- 5) **Federal Information Security Management Act (FISMA).** Grantee 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>.
- 6) **Non-Delinquency on Federal Debt.** Grantee is 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.

- 7) **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 HIV Care Formula Grants from Department of Health and Human Services. Its content are solely the responsibility of the authors and do not necessarily represent the official view of the Department of Health and Human Services.*

- 8) **Equipment and Products.** To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made. 2 CFR Subtitle A, Chapter II, Part 200.33 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.

Grantee 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.

- 9) **Federal Lobbying Requirements.**
- a. 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 Grantee, 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 federal 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 Grant Agreement, contract, loan, or cooperative agreement, Grantee shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.

- c. Grantee shall require that the language of subparagraphs a) and b) be included in the language of all subcontracts and that all subcontractors shall certify and disclose accordingly.

**ATTACHMENT C**  
**ANNUAL FINANCIAL REPORT**

A.) 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 any similarly titled report required by the Indiana Secretary of State.
  - c. The State Board of Accounts may request documentation to support the information presented on the E-1.
  - d. The Gateway User Guide is found at [www.gateway.ifonline.org/userguides/E1guide](http://www.gateway.ifonline.org/userguides/E1guide).
- 2) Based on the level of government financial assistance received, an audit may be required by IC §5-11-1-9.
- 3) Additional information can be obtained using the [notforprofit@sboa.in.gov](mailto:notforprofit@sboa.in.gov) email address.

B.) As provided by IAFI:

Funding Source:

If funding source is passed through federal funds:

Program Name per Catalog of Federal Domestic Assistance (CFDA):

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CFDA #

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If funding source is state funds:

Program Title

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Type of funding (State funding, federal grant passed through, fee for service)

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**EXHIBIT H**

**Statements and Explanations**

Part IV	Description of Activities	Statement 1
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*Mission* - The Indiana AIDS Fund, Inc. is committed to eliminating new HIV infections, and improving the health and well-being of persons living with HIV & AIDS. This mission can be concisely stated as follows: "End epidemics, fight stigma, promote health."

*Vision* - All Hoosiers enjoy health and well-being, free of stigma and disease.

*Values* - **Respect:** We treat all individuals with dignity, respect and compassion. **Partnership:** We value community input and collaboration with federal, state, local and community partners. **Leadership:** We embrace, empower and drive change. **Innovation:** We foster creative approaches to carrying out our mission. **Stewardship:** We strive to be creative and resourceful in planning, developing and delivering high quality services to impacted communities.

The majority of funding will be granted from the Indiana State Department of Health (ISDH). ISDH receives funds from the federal government through the 340B pharmaceutical rebate funds for HIV services. The Indiana AIDS Fund, Inc. (IAFI) will provide a conduit from the ISDH to organizations throughout the state to effectively utilize the grant money.

IAFI's primary expenses will be grants to organizations that facilitate HIV prevention programs; and expansion of HIV specialty medical services, primary healthcare services, mental health services, housing, social service programs, awareness, and research of the HIV virus and those infected with the virus. Grant details are further provided in statement 6.

Part V, Line 1a and 3b	Officer & Directors	Statement 2
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All officers can be reached at 429 E. Vermont Street, Suite 300 Indianapolis, IN 46202.

No compensation is expected to be paid by the organization. Compensation will be paid by the related entity, The Health Foundation of Greater Indianapolis, Inc. See statement 4 for further detail.

Continued on next page

Name & Title	Average Hours per Week	Qualifications & Duties
Jason Grisell President	20	Serves as President & CEO of The Health Foundation of Greater Indianapolis. MBA with extension business knowledge and exempt organization leadership.
Peter Slaymaker Chair	2	Private philanthropist, multiple scholastic degrees. As the board chair he manages the board meetings and is available for fiduciary approvals of grant and expense payments.
Robert P. Schmid Vice-Chair	2	Retired executive from Eli Lilly, now owner of private consulting firm. As the board co-chair he is available for fiduciary approvals of grant and expense payments.
Ninya Bostic Secretary/Treasurer	2	Pharmaceutical sales rep. As the board Secretary/Treasurer she is available for fiduciary approvals of grant and expense payments – as well as works with our CPA in the preparation of quarterly financial statements.
Michael Carter Director	2	Attorney by education. Works at Cummins.
Teresa Craig Director	2	Independent CPA. Will be compensated for accounting work through 2018 only.
Brad Jacklin Director	2	Attorney by education, works in communication for Eli Lilly
Dr. Lynn Klus Director	2	Physician, OBGYN
Jon Markee Director	2	Independent CPA
Sean Obermeyer Director	2	Attorney by education, recently practiced for several years. Now a financial planner for Fifth Third.
Christian Smeltzer Director	2	Private philanthropist
James Spain Director	2	Attorney by education, now focused on his private philanthropy.

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Part V, Line 2b	Business Relationship	Statement 3
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Teresa Craig is a current board member and her term will end at the end of 2018. She serves as the organization's bookkeeper. Compensation is expected to be approximately \$12,000 through the end of 2018. She will no longer be a board member after 2018.

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Part V, Line 3b	Compensation and Related Entity	Statement 4
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The Health Foundation of Greater Indianapolis (THFGI) is the sole member of Indiana AIDS Fund, Inc. (IAFI). See statement 12 for information on THFGI as a related entity. The Indiana AIDS Fund will reimburse The Health Foundation for the time incurred by any THFGI employees. The President of THFGI will serve as the President of IAFI. It is expected approximately 50% of the President's time will be billed to Indiana AIDS fund. Compensation for the President for 2017 was \$135,000.

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Part V, Line 4	Compensation Policies	Statement 5
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The Health Foundation of Greater Indianapolis employs all policies mentioned on lines 4a-4f.

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Part V, Line 7a	Purchased Services from Officer	Statement 6
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Teresa Craig is a current board member and her term will end at the end of 2018. She serves as the organization's bookkeeper. Compensation is expected to be approximately \$12,000 through the end of 2018. She will no longer be a board member after 2018. The services are negotiated at arms-length as the board approves compensation paid to Teresa and Teresa recuses herself from the approval process. Fair market value for the services is established based on current market rates for similar accounting services for other exempt organizations. The external accounting firm also reviews compensation for these services annually as part of the audit and tax preparation process.

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Part VI, Line 1b	Organizations Receiving Benefits	Statement 7
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The Indiana AIDS Fund, Inc. (IAFI) will focus on eight comprehensive areas and staffing will be needed to support the grant-making and/or programming associated. IAFI is not a direct service provider. See Exhibit G for an example of a grant agreement. All funding decisions will be negotiated through the IAFI leadership and Indiana State Department of Health staff. The board of IAFI will have the ultimate fiduciary approval. IAFI will fund organizations with the following focus areas:

- ❖ Care Coordination/Client Engagement
  - Insurance Enrollment Specialists
  - Referrals for healthcare services
  - Legal assistance
  - Direct Emergency Financial Assistance

- Career Development
- ❖ Mental Health Services
  - Mental Health Services - telemedicine
  - Substance Abuse Counseling and Treatment
- ❖ Education
  - Cultural competency training for agencies and medical providers
  - Youth outreach/school-based programming
  - High Risk Population Educational programming
- ❖ HIV Research and Young Scholars Support
  - Indiana University cure research study resource assistance
- ❖ Housing Services
  - Long-term housing
  - Short-term housing
- ❖ Legislative Advocacy & Lobbying – Consultant
  - HIV law modernization
  - Insurance negotiations
  - Medicaid advocacy
- ❖ Linkage to Care
  - Re-engaging clients back into care
  - Eliminating barriers to care
  - Transportation
  - Medication adherence
  - Criminal justice programming – post release from incarceration
- ❖ Medical Services
  - Expanding access to medical care around the state, HIV Care & Primary Care
- ❖ Testing & Prevention
  - HIV & STI testing
  - Outreach to high risk populations

IAFI will be held to the National Monitoring Standards for this type of Federal Grant. This will require additional level of monitoring, reporting, and site visits from IAFI staff. IAFI will conduct its own periodic audits of grantees to ensure compliance and our own internal standards.

The Indiana AIDS Fund, Inc. intends to lobby state and federal legislators for the passage of laws aimed at HIV law modernization, insurance negotiations, and Medicaid advocacy. The

organization is including Form 5768, making the 501(h) election for expenditures to influence legislation. Expenditures are not expected to exceed limitations as calculated under 501(h).

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Part VIII, Line 4a	Fundraising	Statement 9
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The Indiana AIDS Fund, Inc. intends to initially conduct two special events annually, Spotlight and the Indiana AIDS Walk, beginning in 2019.

Spotlight was previously conducted by The Health Foundation of Greater Indianapolis (a related organization previously explained). For the past 20+ years, professional performers from all over Central Indiana have come together on one night, on one stage to raise money for HIV/AIDS testing and treatment as prevention programs across Indiana. They donate their performance in order to keep the spotlight shining on HIV in Indiana.

The Indiana AIDS Walk was also previously conducted by The Health Foundation of Greater Indianapolis. The annual Indiana AIDS Walk, held in the fall supports the Gregory R. Powers Direct Emergency Financial Assistance (DEFA) program. The 2016 Indiana AIDS Walk raised more than \$300,000 to help Hoosiers living with HIV/AIDS pay for medication, transportation to and from doctor's appointments, dental bills, rent and utility bills, and even food and clothing, in emergencies.

In addition to special events, the organization intends to solicit contributions from individuals, as well as potential matching contributions through their employers.

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Part VIII, Line 4d	Fundraising in States	Statement 10
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The Indiana AIDS Fund, Inc. will fundraise within the State of Indiana. Some donors may live outside of Indiana, but no active fundraising will take place outside of Indiana. Indiana does not require fundraising registration or reporting. No fundraising will take place for any other organizations.

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Part VIII, Line 13	Grants to Organizations	Statement 11
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The Indiana AIDS Fund, Inc. (IAFI) is committed to eliminating new HIV infections, and improving the health and well-being of persons living with HIV & AIDS. This mission can be concisely stated as follows: "End epidemics, fight stigma, promote health."

Grants will be provided to organizations as outlined in Statement 7.

Grants will be made via invitation only after program staff and/or the Indiana State Department of Health initiates conversations about new programming or extending existing initiatives. Once the request for funding is received, the staff will review. If the grant requested is from money designated by the Indiana State Department of Health (ISDH), staff will solicit input from ISDH.

After review and input from ISDH, if applicable, the grant will be presented to the board of IAFI for approval.

See Exhibit G for an example of a grant agreement. The grant agreement documents records, application forms, and proposals.

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Part VIII, Line 15	Related Organization	Statement 12
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The Health Foundation of Greater Indianapolis is the sole member of Indiana AIDS Fund. The organizations share common board members. The Health Foundation of Greater Indianapolis is a private foundation that assists, supports, and funds programs to enhance the physical, mental, and social health of the Indianapolis area and surrounding communities. The Foundation is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.

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Part IX, Line 23	Other Expenses	Statement 13
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	<u>12/31/2018</u>	<u>12/31/2019</u>	<u>12/31/2020</u>
Conferences and Staff Education	15,500	31,000	31,000
Office Expenses	15,000	30,000	30,000
Insurance	4,000	8,000	8,000
Miscellaneous	<u>6,500</u>	<u>8,000</u>	<u>8,000</u>
Total	<u>41,000</u>	<u>77,000</u>	<u>77,000</u>