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SERVICES AGREEMENT

This services agreement ("Agreement"), is entered into by the **City of Indianapolis, by and through its Office of Public Health and Safety (the "City") and Child Advocates, Inc. (the "Contractor")** and is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.01 The "Agreement", as referred to herein, shall mean this Agreement executed by the City and Contractor, and shall include these Terms and Conditions, the Attachments described herein and attached hereto, and any written supplemental agreement or modification entered into between the City and Contractor, in writing, after the date of this Agreement.
- 1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between the City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by the City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both the City and Contractor.
- 1.03 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of the City or Contractor, the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City, shall govern.
- 1.04 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against the City solely by virtue of the City or the City's representatives having drafted all or any portion of this Agreement.
- 1.05 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.
- 1.06 Where the term "Revised Code" is stated, it shall mean the municipal ordinances of Indianapolis-Marion County, Indiana, that is formally known as the "Revised Code of the Consolidated City of Indianapolis and Marion County, Indiana."

SECTION II. DUTIES OF CONTRACTOR

- 2.01 Contractor shall provide guardian ad litem and special advocate services for the Marion Superior Court in accordance with Indiana law and as assigned by the judges of the Marion Superior Court. The specific obligations and responsibilities of Contractor and City under

this Agreement are set forth in Attachment A, attached hereto and fully incorporated into this Agreement.

- 2.02 Contractor is familiar with and will adhere to the Marion County Superior Court's grant policies and procedures, which are described in Attachment B, attached hereto and fully incorporated into this Agreement.
- 2.03 In addition to its other responsibilities as described in Attachment A, upon expiration or termination of this Agreement, Contractor will complete a final accounting that will be immediately rendered within 30 days of the end of the Agreement for submittal to the Court Appointed Special Advocates ("CASA") Office of the Indiana State Supreme Court. Contractor's obligation will survive the expiration or termination of the Agreement.

SECTION III. TERM

- 3.01 The term of this Agreement shall commence on January 1, 2020, regardless of the date executed by the required signatories, and shall terminate on December 31, 2020 or upon termination of funding, whichever first occurs, unless terminated earlier in accordance with this Agreement.
- 3.02 This Agreement may be renewed by agreement of parties, based upon the availability of future funds or the City's continued need for services. The term of the renewal may be less, but shall not be longer, than the term of this original Agreement. Any renewal must be made in writing and signed by both City and Contractor, and will be deemed an amendment to this Agreement.

SECTION IV. COMPENSATION

- 4.01 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Attachment A at the rates set forth in Attachment A, attached hereto and a part of this Agreement.
- 4.02 Contractor shall in a reasonable, prompt, and timely fashion submit properly itemized invoice(s) for services performed and expenses incurred under this Agreement, containing the information required by Attachment A, and shall cooperate with, and provide any other necessary information to the City. The City will pay Contractor within thirty (30) days after receipt of such properly itemized claim forms.
- 4.03 Notwithstanding any other provision in this Agreement or Attachment A, Contractor's total compensation shall not exceed the greater of the following: (a) five million, four hundred thousand dollars (\$5,400,000.00); or (b) \$4.00 multiplied by the total number of CHINS service days provided by Contractor during the Term. City will make reasonable efforts to secure additional funds for the CHINS Services if the required reasonable cost for such services during the term exceeds the budgeted amount for the term.

SECTION V. GENERAL PROVISIONS

5.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City or Marion County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by the City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate the City in any way.

5.02 Subcontracting.

5.02.1 Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of the City. In the event that the City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. The City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.

5.02.2 Minority, Women's, Veteran's, or Disability-Owned Business Enterprise Participation. To the extent Contractor uses subcontractors or other agents in the performance of services under this Agreement, Contractor shall either:

Use, at a minimum, fifteen percent (15%) Minority Business Enterprises, eight percent (8%) Women's Business Enterprises, three percent (3%) Veteran's Business Enterprises, and one percent (1%) Disability-Owned Business Enterprises in the performance of services under this Agreement; or

Demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of Indianapolis's Department of Minority & Women Business Development.

Violation of this numerical paragraph shall constitute a material breach of this Agreement.

5.03 Necessary Documentation. Contractor certifies that it will furnish the City, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City of Indianapolis, the County of Marion, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Contractor shall maintain its certification with the Indiana Office of Guardian ad Litem/CASA, Indiana State Court Administration, Indiana Supreme Court, including the

State Office's ethics code, program standards, and other certification requirements, and shall provide copies of Indicators of Compliance upon request. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

5.04 Confidentiality.

5.04.1 The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Contractor understands that the information provided to it or obtained from the City during the performance of its services is confidential and may not, without prior written consent of the City, be disclosed to a person not in the City's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's work product generated during the performance of this Agreement is confidential to the City. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Contractor shall provide notice to the City prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information.

5.04.2 Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, the City that is required to be kept confidential by the City pursuant to Indiana law except as contemplated by Section 5.04.1(d), above.

5.04.3 Contractor acknowledges that the City will not treat this Agreement as confidential information and will post the Agreement on the City of Indianapolis website as required by Section 141-105 of the Revised Code and Ind. Code § 5-14-3.8-3.5. Use by the public of any document or the information contained therein shall not be considered an act of the City.

5.05 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available, at its offices at all reasonable times during the Agreement period and for a period of three (3) years from the date of final payment under this Agreement, for inspection by the City or any other authorized representative of the City of Indianapolis, Marion County, Indiana. Copies thereof, if requested, shall be furnished at no cost to the City.

Contractor will provide to the City, without charge, a copy of its annual audit, which must comply with the requirements of Audits of Federal Awards according to OMB Circular A-

133 and/or other OMB Circulars or Federal guidelines.

5.06 Ownership.

5.06.1 “Works” means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.

5.06.2 All Works made or created by Contractor, either solely or jointly with the City, in the course of Contractor’s performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of the City. At the City’s request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works to the City. Without the prior written consent of the City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor’s possession or control. Any loss or damage shall be restored at Contractor’s expense. The City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.06.3 Contractor shall retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Contractor prior to or acquired by Contractor during the performance of this Agreement. Contractor also shall retain all rights in and to all works of authorship fixed in a tangible medium of expression which were made, created or acquired by Contractor prior to the effective date of this Agreement (“Pre-Existing Works”), provided that a listing of such Pre-Existing Works is attached to this Agreement.

5.07 Insurance.

Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and the City from the claims set forth below which may arise out of or result from Contractor’s operations under this Agreement, whether such operations be by Contractor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker’s Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;

- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Contractor's insurance shall be not less than the amounts shown below:

A. Commercial General Liability (Occurrence Basis)	
Bodily Injury, personal injury, property damage, contractual liability, product / completed operations:	\$1,000,000 Each Occurrence Limit
Damage to Rented Premises:	\$100,000 (each occurrence)
Medical Expense Limit:	\$5,000
Personal and Advertising Injury Limit:	\$500,000
General Aggregate Limit:	\$2,000,000 (Other than Products Completed Operations)
NOTE: GENERAL AGGREGATE IS TO APPLY PER PROJECT	
Products/Completed Operations	\$1,000,000
B. Auto Liability:	
	\$1,000,000 (combined single limit) (owned, hired & non-owned)
Bodily injury & property damage:	\$1,000,000 (each accident)
C. Excess/Umbrella liability:	
	\$1,000,000 (each occurrence and aggregate)
D. Worker's Compensation:	
Employer's Liability	
Bodily Injury Accident:	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

E. Professional Liability

- 5.07.1 Certificates of Insurance, naming the “City of Indianapolis” as an **additional insured** (A. B. and C. only) showing such coverage then in force (but not less than the amount shown above) shall be filed with City prior to commencement of any work. Contractor shall immediately, in writing, notify the City of any insurance coverage cancellation or termination. Insurance cancellation or termination shall be considered a material breach of this Agreement.
- 5.07.2 With the prior approval of the City, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.
- 5.07.3 Nothing in the above provisions shall operate or be construed as limiting the amount of liability of Contractor to the above enumerated amounts.
- 5.08 **Termination for Cause or Convenience.**
- 5.08.1 **Termination for Cause.** If Contractor becomes insolvent, or if it refuses or fails to perform the work and services required under this Agreement, including Attachment A, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant, or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, upon providing Contractor (1) not less than ten (10) calendar days’ written notice of City’s intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work. In the event that City terminates this Agreement after Contractor has materially breached the Agreement, City shall be entitled to pro-rata reimbursement for any services Contractor has not performed as of the date of material breach and to reimbursement for all services that have failed to comply with the material terms and conditions of the Agreement, regardless of when such non-conforming services were completed. Furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor’s default.
- 5.08.2 **Termination for City’s Convenience.** This Agreement may be terminated in whole or in part in writing by City for City’s convenience; provided that Contractor is given (1) not less than thirty (30) calendar days’ written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for City’s convenience, Contractor’s compensation shall be equitably adjusted.
- 5.08.3 Upon receipt of notice of termination for cause or termination for City’s

convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials, or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.08.4 If, after City terminates for cause, it is determined that Contractor was not in default or cause did not exist to terminate the Agreement under sub-paragraph 5.08.1 above, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in sub-paragraph 5.08.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.09 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

5.10 Indemnification. Contractor agrees to indemnify, defend, and hold harmless the City, Marion County and their respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by Contractor or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The City shall not provide such indemnification to Contractor, provided, however, that Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of the City.

5.11 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To the Contractor:

Child Advocates, Inc.
Attn: Cynthia K. Booth,

To the City:

Office of Public Health and Safety
Attn: Paul Babcock, Director

8200 Haverstick Rd., Suite 240
Indianapolis, IN 46240

200 E. Washington Street, Suite 2141
Indianapolis, IN 46204

- 5.12 **Disputes.** Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with the City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and the City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by the City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. The City may withhold payments on disputed items pending resolution of the dispute.
- 5.13 **Non-discrimination.** Contractor and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.
- 5.14 **Conflict of Interest.**
- 5.14.1 Contractor certifies and warrants to the City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with the City.
- 5.14.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to the City that Contractor, or a person who wholly or partially owns Contractor, is not a *relative*, as that term is defined by IC 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.
- 5.15 **Non-contingent Fees.** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty the City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.16 **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party’s reasonable control

(hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.17 Applicable Laws; Forum.

5.17.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the City and Contractor to determine whether the provisions of the Agreement require formal modification.

5.17.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable sections of the Revised Code. Suit, if any, shall be brought in the State of Indiana, County of Marion.

5.18 Waiver. The City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of the City's rights or remedies.

5.19 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

5.20 Attorneys' Fees. Contractor shall be liable to the City for reasonable attorneys' fees incurred by the City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.

5.21 Successors and Assigns. The City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City.

5.22 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute

agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by the City.

5.23 Debarment and Suspension

5.23.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

5.23.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.

5.23.3 Contractor shall provide immediate written notice to the City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

5.23.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

5.24 Compliance with E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

5.24.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.24, the City shall require Contractor to remedy the violation not later than thirty (30) days after the City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, the City shall terminate the contract for breach of contract. If the City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to the City for actual damages. There is a rebuttable presumption that Contractor did not knowingly

employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

5.24.2 If Contractor employs or contracts with an unauthorized alien but the City determines that terminating the contract would be detrimental to the public interest or public property, the City may allow the contract to remain in effect until the City procures a new contractor.

5.24.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.24, Contractor may terminate its contract with the subcontractor for such violation.

5.24.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with the City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

5.25 Key Persons. [omitted]

5.26 Post-Employment Restrictions. Contractor certifies to the City that no employee, contract employee, or sub-contractor of Contractor:

5.26.1 Participated in any way in the solicitation, negotiation, or awarding of this Agreement while previously employed by an agency of the City, the City of Indianapolis or Marion County for a period of one (1) year prior to the execution of this Agreement;

5.26.2 For a period of one (1) year after such employee ceased supervising the administration or performance of this Agreement on behalf of an agency of the City, shall perform any functions on behalf of Contractor under this Agreement with respect to the City, unless the employee's former agency has consented to the employee's performance for Contractor in writing;

5.26.2 Has violated any provision of Chapter 293 of the Revised Code regarding the solicitation, negotiation, awarding, or the performance of this Agreement;

5.26.3 Is currently an official or deputy mayor of, or has appointing authority to, any agency of the City of Indianapolis or Marion County; and

5.26.4 Was previously employed by the City of Indianapolis or Marion County within one (1) year of this Agreement and currently has the performance of *lobbying activity* (as that term is defined in Section 909-101 of the Revised Code) related to an

agency or an official as a responsibility of his or her employment or contractual relationship with Contractor.

Violation of this certification shall constitute a material breach of this Agreement and, upon such a violation, the City may terminate this Agreement. In addition, upon a violation of this certification, the City shall report such violation to the Office of Corporation Counsel who may, at its discretion, debar Contractor from eligibility for future City of Indianapolis or Marion County City purchasing, bids, contracts, or projects.

- 5.27 Method of Payment. Contractor shall accept invoice payments via City/County check, City/County Purchasing Card (Master Card) or Automated Clearing House (ACH) at the City's sole option and discretion. The City will not be responsible for any card fees or other bank charges incurred by the Contractor.
- 5.28 Additional Information upon Request. Contractor shall, upon request of City, make available its policies, practices and standards for the hiring of applicants, except as prohibited under Indiana Code section 22-2-17-3, to the extent such information is related to the provision of services under this Agreement.
- 5.29 Wage Theft/Payroll Fraud. The Contractor shall report, and shall require its subcontractors to report, all complaints or adverse determinations of Wage Theft or Payroll Fraud against the Contractor or its subcontractors to the City of Indianapolis's Office of Finance and Management within thirty (30) days of notification of the complaint or adverse determination. If an adverse decision is rendered against the Contractor with respect to services provided to the City, the City may terminate this Agreement, reduce the incentives or subsidies to be provided under this Agreement, or seek other remedies. Contractor shall provide a sworn statement on whether the Contractor had any adverse determinations rendered against the Contractor within the preceding three (3) years.
- 5.30 Signatures. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. A signature may be delivered by facsimile transmission or by e-mail of a ".pdf" format data file, such signature shall create a valid and binding obligation on the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

CHILD ADVOCATES, INC. ("Contractor")

By: Cynthia Booth
Printed: Cynthia Booth
Title: CEO

Date: 1/17/2020

CITY OF INDIANAPOLIS, OFFICE OF PUBLIC HEALTH AND SAFETY ("City")

By: [Signature]
Paul T. Babcock, Director

Date: 1/17/2020

Approved as to form and legality:

By: [Signature]
Richard McDermott
Assistant Corporation Counsel

Date: 2/7/2020

Approved as to availability of funding:

By: [Signature]
Ken Clark, Controller

Date: 2/5/20

ATTACHMENT A

DUTIES OF CONTRACTOR AND CITY FOR Guardian ad Litem/CASA and Child in Need of Services (“CHINS”) PROGRAM

In accordance with the terms and conditions of the attached Professional Services Agreement (hereinafter “Agreement”) by and between the **City of Indianapolis, Office of Public Health and Safety** (hereinafter referred to as “City”) and **Child Advocates, Inc.** (hereinafter referred to as “Contractor”), Contractor shall do, perform, and carry out in a good and professional manner the following duties as described below:

DUTIES OF CONTRACTOR

Contractor shall perform the roles and responsibilities outlined by Indiana Code Sections 31-9-2-50 and 31-9-2-28 (Roles and responsibilities). More specifically, Contractor agrees to provide court appointed special advocate (hereinafter referred to as “CASA”) services to those children involved in Child in Need of Services (hereinafter referred to as “CHINS”) cases as appointed to the agency by the judges of the Marion Superior Court. Such services (hereinafter referred to as the “CHINS Services”) include:

- a. accepting appointments from the court and assigning cases to staff and volunteers;
- b. accepting appointments within thirty (30) days;
- c. appearing at all court hearings in a timely manner;
- d. maintaining Guardian ad Litem/CASA presence at Initial CHINS hearings;
- e. assigning volunteer CASAs to as many cases as the supply of Contractor’s volunteers allows;
- f. maintaining reasonable contact with children to whom the agency is appointed, sufficient to form an informed recommendation via oral or written report;
- g. conducting an independent investigation;
- h. providing representatives to committees as requested by the Court, Juvenile Division, in order to assist in system improvement and communication; and
- i. when specific conditions dictate, including but not limited to the advocate is a witness, agreeing to furnish counsel without additional charge.

Contractor also agrees to provide, as additional services (the “Additional Services”), CASA services in termination of parental rights (“TPR”) proceedings involving children in need of services, CASA services as appointed in certain Juvenile Court proceedings, and a mediation program for use by parties in TPR proceedings and other Juvenile Court proceedings.

In addition to performing the CHINS Services and the Additional Services listed above, Contractor agrees to comply fully with the following duties and responsibilities:

1. Contractor shall cooperate with the City and Court in data requirements necessary to support the Guardian ad Litem/CASA mission and its programs, including data reports as requested by each party.
2. Contractor agrees to make the City and Court aware of any developments or circumstances that could result in an increase to the cost of the CHINS Services and/or Additional

- Services that are provided.
3. Contractor will invoice City monthly for the actual cost of CHINS Services and Additional Services. With respect to CHINS Services, the worksheet approved by the Agreed Upon Procedures (including information detailing the actual monthly expenses within each worksheet category) must be submitted with the monthly invoice as support for the costs incurred.
 4. Contractor will additionally submit the following with each monthly invoice as support for all costs being invoiced, including for CHINS Services, Additional Services, and any other expenses:
 - a. definition of each expense category, including a separate enumeration of (1) expenses directly related to CHINS Services, (2) expenses directly related to the Additional Services, and (3) "overhead" (including office space rental and marketing expenses) or other expenses not directly related to the provision of either type of service.
 - b. actual monthly expense totals for each expense category as currently being submitted;
 - c. a listing and explanation of all individual actual costs that are included in the above totals for each expense category; and
 - d. monthly explanations of expense category increases.
 5. Contractor acknowledges that City will be retaining a Contract Manager during the term of the Agreement. The Contract Manager will evaluate the current relationship between Contractor and City and make recommendations to City concerning the future provision of the CHINS Services and Additional Services. The Contract Manager, or a consultant retained by the City or Contract Manager, may conduct an audit of Contractor's operations relating to the services performed under this Agreement. Contractor will cooperate fully with the Contract Manager at all times, and will make its books, records, facilities, and personnel available to the Contract Manager, upon being provided reasonable notice, at all times during the term of the Agreement. Contractor's cooperation with the Contract Manager is without prejudice to any of its other duties and responsibilities listed in this Attachment A.
 6. At the end of the year, Contractor will have an independent auditor perform An Agreed Upon Procedures assessment on the costs of the Guardian ad litem services performed on behalf of the City and Court, along with the yearly audit of Financial Statements. Once completed, all audited items will be submitted to City. At any time, additional accounting detail may be requested by City and will be reasonably provided by the Contractor.
 7. Upon expiration or termination of this Agreement, Contractor will complete a final accounting that will be immediately rendered within 30 days of the end of the Agreement for submittal to the Court Appointed Special Advocates ("CASA") Office of the Indiana State Supreme Court. Contractor's obligation will survive the expiration or termination of the Agreement.

Contractor acknowledges that each of the above-listed commitments is an essential duty under the Agreement, and that failure or refusal to perform any of these duties will constitute a material breach of the Agreement.

DUTIES OF THE CITY AND COURT

The City and Court commit to:

1. Receive GAL/CASA funds as received from the State Office of Guardian ad Litem/CASA under the formula detailed in Ind. Code § 33-24-6-5 into the Court's GAL/CASA fund, and to allocate such funds to Contractor for CHINS case invoices submitted by Contractor by the utilization of acceptable actual monthly costs and the independent "Agreed Upon Procedures" of the Contractor's independent auditor. Example of the 2018 Agreed Upon Procedures is on file with the City and Court.
2. Review invoices submitted by Contractor and dispute any expenses invoiced by Contractor within 20 days of submission of the invoice. Contractor will respond to the dispute within 10 days and the county shall provide its final response within 10 days of the Child Advocates' response. City will pay non-disputed expenses timely, within 30 days of receipt of the initial invoice.
3. Serve as the grantee for funds awarded to Contractor, sub-grantee, by the Indiana Criminal Justice Institute, should the Indiana Criminal Justice Institute require such pass-through;
4. Serve as the pass-through agent for any additional funds awarded by the Indiana State Office of GAL/CASA, including any federal funds and/or second round disbursements; fund amount to be determined at notification by the State Office of Guardian ad Litem/CASA; and
5. Support Contractor in its performance and fulfillment of rights and responsibilities outlined in Indiana Code § 31-34-9-7 (GAL/CASAs are parties to the proceedings), Indiana Code §§ 31-32-3-7 (GAL/CASAs are officers of the court), 31-33-2-5, 31-33-15-2, 31-33-18-1(7), 31-34-22-2(d) (GAL/CASAs have access to all records concerning the case), and §31-15-6-7 (GAL/CASAs have subpoena powers and may present evidence).
6. Remit payment of invoices submitted by Contractor, consistent with the procedures outlined above, within 30 days.

ATTACHMENT B:

MARION SUPERIOR COURT GRANT POLICIES AND PROCEDURES

Pre-Award Process – Ensures that potential applicants for grant funds are fiscally sound and able to administer grant funds appropriately. This process also provides the Executive Committee (EC) an opportunity to determine whether the grant funds represent a service area and/or objective the Court may want to pursue.

- The project director, if applicable or judge must prepare a one-page executive summary including a sustainability plan. (See Appendix A for executive summary format.) The sustainability plan should address two issues: (1) the future of the project if the grant funding is denied and (2) if funds are awarded, how the project will be sustained when the grant funds expire.
- The judge or the project director contacts the Court Administrator and requests that a discussion of the possible funding be added as an Executive Committee meeting agenda item. The project director electronically submits the executive summary for the EC's review at least one week prior to the next meeting. The executive summary should be forwarded to the Court Administrator, the Director of Finance and the Grant Coordinator.
- The project director and/or judge will make a brief presentation to the EC regarding the proposed programming and funding opportunity.
- The Executive Committee will vote on the judge or project director's request to apply for grant funding.

Application Process – Outlines the information needed to apply for grant funding. Helps to ensure the Court is informed and approves the requirements of the grant before the funding is awarded, including match obligations as well as the need for additional financial assistance funded through tax-supported or special revenue (non- grant) sources.

- The judge or project director must prepare the grant application for submission to EC.
- The application along with the executive summary must be electronically submitted to the Court Administrator for signature approval at least one week prior to the next scheduled EC meeting.
- All grant applications which include technology purchases must have written approval from the Chief Technology Officer attached to the application to ensure technical sustainability.
- It is required that the project director review the budget, any potential matching obligations and other financial support required either from tax-supported or special revenue funds with Grant Coordinator before finalizing the application. This is especially critical for grants including funding for salaries.

- If the application is approved, each member of the Executive Committee will sign. The application will be returned to the project director to obtain additional signatures and submission to the funder.
- A copy of the signed application with all required signatures must be forwarded to the Grant Coordinator for the Court's grant files.

Award Acceptance Process – Provides a guideline to ensure that funders are properly notified of the Court's acceptance of grant awards.

- Upon notification of approval from the funding entity, the project director notifies the Grant Coordinator and forwards an electronic copy of the award letter as well as an approved budget. The Grant Coordinator informs the project director if a fiscal ordinance is required to appropriate additional funding for the award and if an adjustment to the program's timeline is necessary. (See Appendix B for fiscal ordinance proposal process.)
- The project director must electronically submit award documents, executive summary and all relevant documentation to the Grant Coordinator at least one week prior to the next scheduled EC meeting. The project director presents the award documents at the meeting for signature approval by the EC.
- A revised budget based on the award amount must be included in the award documents if the award amount differs from the amount requested in the application.
- Award documents are returned to the project director to obtain additional signatures if required who must then forward to the funder. A signed electronic copy of the award documents must be submitted to the Grant Coordinator for the Court's grant files.

Grant Module – This pertains to the requirements of grants to be entered into the PeopleSoft grants module to create a grant project number. This number is required for all financial transactions of the grant.

- Once the award is received it must be entered into the module through a series of steps.
- Project directors who have been trained in the module should follow Grant Module Job Aids GM100-190 to complete this process. (A copy of these job aids may be requested from the Assistant Director Finance)
- Project managers who have not used the Grants Module should request the Grant Coordinator obtain access for them to the module.
- Project managers must work with the Grant Coordinator to enter this information if assistance is needed.

Grant Paid Employees – This pertains to the requirements of grant paid positions to be approved through the normal Marion Superior Court process prior to hiring and the steps necessary to ensure that grant funding is monitored to determine when grant funds are exhausted for such positions.

- All positions paid for with grant funds must be approved by the EC prior to posting for a position.
- The EC must be informed that the position is grant paid and provided with the amount allocated in the approved budget for salary and fringes of the position (including any anticipated step increases). ***A grant positions may not be approved above salary matrix approved by the court for the specified position.
- Once the new employee is hired, the project director must notify Grant Coordinator with the name of the new employee.
- The project director must notify the Coordinator of Payroll and Benefits and the Grant Coordinator of the effective date that the new employee is charged to the grant and provide required project information to set up a payroll task profile. The project director is responsible for ensuring that the grant is never overdrawn by excess payrolls being charged to the grant and should review payroll reports to ensure that the employee is appropriately charged.
- Upon the completion of the grant or at such time that the employee is no longer be charged to the grant, a request must be sent to Coordinator of Payroll and Benefits requesting that the Task Profile be closed.
- The grant coordinator and project director together provides notice to the EC when the funding for a grant position is within 90 days of funds expiring so that alternative funding sources are identified and discussed.
- Grant paid employees positions terminate when the grant ends if alternative funding is not secured.

Contracts/Invoicing/Travel Reimbursement – This section notifies grantees that contracts are required when federal grant money is expended for services. Also informs grantees of invoice/travel claim requirements and the timeline for receiving payment.

- With the exception of travel-related purchases, executed contracts are required for all character 03 expenses utilizing grant funds.
- Project directors are responsible for initiating and processing contracts with the assistance of the Director of Contract Administration to the point of requisition. Contracts must be let in accordance with Indiana Purchasing Statutes. (See Appendix C for Marion Superior Court contract guidelines.)
- The following forms must be completed before submitting a contract for EC approval:
 - W-9 for new vendors
 - Vendor Registration Form for new vendors - online through purchasing
 - Contract Summary Sheet
(<http://gateway.indy.gov/sites/OFM/purchasing/SitePages/Contract%20and%20Vendor%20Information.aspx>)
 - Debarment and Suspension Check

- Once the contract has been reviewed and signed by the Office of Corporation Counsel and the vendor, the project director contacts the Director of Contract Administration at least **two weeks** in advance to request the addition of the contract to the EC meeting agenda. Please note: **three original contracts are required**.
- If the contract is approved, the Grant Coordinator receives the contract. The project director with the assistance of the Grant Coordinator creates a requisition and submits the signed contract to the Purchasing department, along with a requisition, to issue a purchase order. One copy of the original contract and the purchase order is mailed to the vendor, one copy of the contract and a copy of the purchase order are returned to the finance department and one copy of the contract remains in Purchasing.
- The Grant Coordinator provides the project director with an electronic copy of the purchase order. Character 03 funds for grants can then be utilized.
- Contracts exceeding \$100,000 requires an RFP, except in the cases of specialized services, which is administered by the Purchasing department.

Invoicing

- Invoices are submitted to the Grant Coordinator for payment only after review, approval and submission to the PeopleSoft system by the project director. Approval of the invoice is indicated by the project director's initials and identifying the source of payment (grant/index code). Project directors with PeopleSoft access pays all invoices with direct vouchers or purchase order receivers in PeopleSoft and submits to the Grant Coordinator to approve.
- Original invoices must be submitted electronically to MSC_Finance@indy.gov.
- A W-9 and a vendor registration form are required for new vendors; to update a vendor's address, only an updated W-9 is required.
- Note: The Auditor's Office requires a minimum of ten days to process and make payments. This time- frame may be extended in the event of holidays, an election or other special circumstance.

Travel Reimbursement

- The following is required for payment of travel claims:
 - Per diem rate printout for locality – www.gsa.gov
 - Meals & Incidentals breakdown by rate – www.gsa.gov
 - Conference agenda
 - Original hotel receipt
 - Transportation, baggage claim, parking receipts
 - Original travel claim signed (sample: Appendix E)

- Brief memo outlining the purpose of the trip
- All receipts (smaller than 8 ½ x 11) must be taped to an 8 ½ x 11 in sheet of paper.
- Note: Effective January 1, 2012, reimbursement of baggage claims is only allowable for conferences lasting longer than 5 days.

Financial and Program Reporting – Establishes that project directors are responsible for the preparation and submission of program reports. The Grant Coordinator assists the project director in preparing financial reports as required and the judge must review program all reports prior to submission.

- All financial reports will be prepared and submitted by the project director after review by the Grant Coordinator. A copy of the final report and all supporting documentation are kept in electronic files by Grant Coordinator for audit purposes.
- All financial reports are cross-referenced with the Office of Finance and Management prior to final submission by the Grant Coordinator.
- If match funding is required, the project director must monitor and provide documentation of match dollars and report expenses to the Grant Coordinator for inclusion on financial reports.
- A copy of all submitted reports must be electronically sent to the Marion County Auditor's Office if reimbursement is expected.
- The project director is solely responsible for the preparation and submission of program reports.

Final Reports and Grant Closeout

- All remaining grant funds must be encumbered at least 30 days prior to the expiration of the grant; final invoices are due by the last day of the grant. This allows time for payments to post and for the accounting system to reflect an accurate balance when reporting final expenditures to the funder.
- The project director submits the final financial report with assistance from the Grant Coordinator.

Affidavit

- A. **E-Verify.** Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

- B. **Wage Enforcement.** Pursuant to the Wage Enforcement provisions found in Chapter 272 of the Revised Code of the Consolidated City of Indianapolis and Marion County, the undersigned, on behalf of the Contractor, being first duly sworn, deposes and states the following: *[please check one of the following]*

there has not been any adverse determination against the Contractor within the preceding 3-year period for wage theft or payroll fraud; *[or]*

there has been an adverse determination against the Contractor within the preceding 3-year period for wage theft or payroll fraud.

CHILD ADVOCATES, INC. by:

(Written Signature): Cynthia K Booth

(Printed Name): Cynthia K Booth

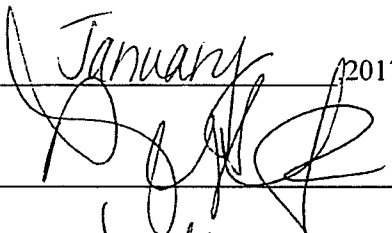
(Title): CEO

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana)

COUNTY OF Marion) SS:

Subscribed and sworn to before me this 17th day of January 2017.

My commission expires: February 16, 2025 (Signed) 

Residing in Marion County, State of Indiana

NOTARY SEAL

