

## **SERVICES AGREEMENT**

This Services Agreement (hereinafter referred to as “Agreement”), entered into by and between the **City of Indianapolis, Indiana, Office of Public Health and Safety** (hereinafter referred to as “City”) and **V.O.I.C.E.S. Corp.** (hereinafter referred to as “Grantee”), is executed to govern City’s award of 2021 grant funds for the Community-Based Violence Prevention Program to Grantee, pursuant to the terms and conditions set forth herein.

### **SECTION I. INTERPRETATION AND INTENT**

- 1.01 The “Agreement,” as referred to herein, shall mean this Agreement executed by City and Grantee, and shall include these Terms and Conditions, any Attachments described herein and attached hereto, and any written supplemental agreement or modification entered into between City and Grantee, 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 City and Grantee. No conflicting statements, promises, or agreements, in writing or verbal, have been made by City or Grantee 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 by means of a writing signed by both City and Grantee.
- 1.03 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Grantee or other rights or obligations of City or Grantee, the document or provision thereof expressing the greater quantity, quality, or scope of service or imposing the greater obligation upon Grantee and affording the greater right or remedy to City, shall govern.
- 1.04 Any interpretation applied to this Agreement, whether made by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or 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 used, it shall mean the municipal ordinances of Indianapolis-Marion County, Indiana, which ordinances are collectively and formally known as the “Revised Code of the Consolidated City of Indianapolis and Marion County, Indiana.”

### **SECTION II. DUTIES OF GRANTEE**

- 2.01 Grantee shall perform the work and services described in the “2021 Program Description and Budget” attached hereto as Attachment A and fully incorporated into this Agreement. Grantee shall further be responsible for ensuring that all partner entities perform the work.

and services specified for their respective entities in Attachment A.

- 2.02 Grantee shall collect and maintain accurate, quantitative records of the services performed throughout the Term of this Agreement, in accordance with the “2021 Records-Keeping and Metrics Plan” attached hereto as Attachment B and fully incorporated into this Agreement. If, at any point during the Term of this Agreement, Grantee becomes aware that it will be unable to collect and maintain records in accordance with Attachment B, it must promptly notify City in writing and submit a replacement records-keeping and metrics plan. Such replacement to Attachment B will become effective only with City’s approval.
- 2.03 Grantee’s records of services performed pursuant to Attachments A and B are subject to inspection or review by City at any time, at City’s written request. Grantee shall make its offices, and other places where services are performed, available for site visit by City’s representatives at any time, after receiving reasonable notice from City.
- 2.04 Grantee shall submit quarterly written reports to City containing (1) a narrative description of the services performed in the previous quarter, and (2) a statement of Grantee’s progress toward the quantitative metrics established in Attachment B. Prior to the due date of the first quarterly report, City shall provide Grantee further details regarding the timing and required contents of Grantee’s quarterly reports.
- 2.05 City may conduct a mid-year review process that may include examination of Grantee’s quarterly reports, inspection of Grantee’s books and records, and site visits to Grantee and all partner entities. If, as a result of the mid-year review process, City determines that Grantee has failed to fulfill its responsibilities in accordance with Attachments A or B, or has failed to fulfill the requirements of Paragraphs 2.01 through 2.04 of this Agreement, City shall provide Grantee written notice of the deficiency of its performance and permit Grantee a reasonable period of at least 10 days for written response.
- 2.06 If Grantee fails to fulfill its responsibilities in accordance with Attachments A or B fails to fulfill the requirements of Paragraphs 2.01 through 2.05 of this Agreement, and if Grantee fails to justify its failure to perform after being granted an opportunity for written response pursuant to Paragraph 2.05, Grantee shall be in material breach of the Agreement.

### **SECTION III. TERM**

- 3.01 The term of this Agreement (the “Term”) shall begin on October 1, 2021 and shall end on September 30, 2022, unless the Agreement is terminated earlier in accordance with this Agreement.

### **SECTION IV. COMPENSATION**

- 4.01 Grantee proposes to furnish all labor, materials, and supplies necessary to complete the services required to be performed. In exchange, Grantee shall be compensated in the

amount of **one hundred thousand dollars (\$100,000.00)**.

- 4.02 Grantee is being paid in advance for the services being performed as described herein, in two stages: a first payment of fifty thousand dollars (\$50,000.00) to be made within 30 days after execution of this Agreement is completed, and a second payment of fifty thousand dollars (\$50,000.00) to be made within 30 days of the completion of the mid-year review process.
- 4.03 Grantee agrees that if it fails to perform the services described in Section II of the Agreement and Attachments A and B, upon receipt of written notice from the City, it shall promptly refund the consideration paid, pro-rata through the date of non-performance in accordance with the termination provisions set forth in Paragraph 5.08 of this Agreement. Grantee acknowledges that if it fails to perform the services described in Section II of the Agreement and Attachments A and B, City may, after following the procedures set forth in Paragraph 2.05, withhold all or a portion of the second payment as a consequence of Grantee's material breach of the Agreement. City's withholding of all or a portion of the second payment shall be in addition to City's other remedies for breach as set forth in Paragraph 5.08.

## **SECTION V. GENERAL PROVISIONS**

- 5.01 Grantee not employee or agent of City. The parties agree that Grantee is receiving a contract in the form of a grant as that term is commonly used and is not an employee or agent of the Consolidated City of Indianapolis and/or Marion County. As such, Grantee is solely responsible for all taxes and none shall be withheld from the sums paid to Grantee. Grantee acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Grantee has no authority, express or implied, to bind or obligate City in any way.
- 5.02 Subcontracting.
- 5.02.1 Approval required. The parties agree that Grantee shall not subcontract, assign, or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment, or delegation, Grantee shall remain solely responsible for managing, directing, and paying the person or persons to whom such responsibilities or obligations are sublet, assigned, or delegated. City shall have no obligation whatsoever toward such persons. Grantee 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 Grantee of any responsibility for performing under this Agreement.
- 5.02.2 Prompt Payment Required. Grantee shall pay any subcontractors and/or suppliers funds due from previous progress payments within fifteen (15) business days of receipt of payment from the City. During the term of this Agreement and upon completion of this Agreement, the City may request documentation to certify payments to subcontractors and suppliers and Grantee shall provide such

documentation within fourteen (14) days of such request.

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

- (a) 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
- (b) Demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of the City of Indianapolis Department of Minority & Women Business Development.

Grantee shall also comply with the requirements and be subject to the penalties for non-compliance referenced in the Consolidated City of Indianapolis and Marion County MBE/WBE/VBE/DBE Business Utilization Plan found at <https://www.indy.gov/activity/certify-your-minority-women-veteran-disability-owned-business> and in Article IV of Chapter 202 of the Revised Code of the Consolidated City and County.

Failure of Grantee to comply with this section shall constitute a material breach of this Agreement.

5.03 Necessary Documentation. Grantee certifies that it will furnish City, if reasonably requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or regulations of the City of Indianapolis, the County of Marion, other local government units, the State of Indiana, or the United States. Grantee 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 Agreement Term. Grantee's failure to comply with this paragraph constitutes 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. Each party understands that the information provided to it or obtained from the other party during the performance of the services is confidential and may not, without prior written consent of the disclosing party, be disclosed to a person not in the disclosing party's employ except to its employees or agents who have a need to know. Except as otherwise set forth in the Scope of Services, Grantee's work product generated during the performance of this Agreement is confidential to 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 the receiving party at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain other than through breach of this Agreement; (c) is made known to the receiving party by a third person who does not impose any obligation of confidence on such party with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon the receiving party shall provide notice to the disclosing party prior to such disclosure; or (e) is independently developed by the receiving party without references to the confidential information.

5.04.2 Neither party shall, under any circumstances, release information provided to it by, or on behalf of, the other party that is required to be kept confidential by the disclosing party pursuant to applicable law, except as contemplated by Section 5.04.1(d), above.

5.04.3 Grantee acknowledges that 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. Use by the public of any document or the information contained therein shall not be considered an act of City.

5.05 Records; Audit. Grantee shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Grantee shall make such materials available during the Agreement period and for three (3) years from the date of final payment under this Agreement. Copies thereof, if requested, shall be furnished at no cost to City.

5.06 Trademarks and Ownership of Works.

5.06.1 “Works” means works of authorship fixed in any tangible medium of expression by Grantee 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 Grantee, either solely or jointly with City, in the course of Grantee’s performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City. At City’s request, Grantee will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Grantee 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, Grantee shall be responsible for loss or damage to the Works while they are in Grantee's possession or control. Any loss or damage shall be restored at Grantee's expense. 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, Grantee shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.06.3 Grantee shall retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Grantee prior to or acquired by Grantee during the performance of this Agreement. Grantee 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 Grantee prior to the effective date of this Agreement ("Pre-Existing Works"), provided that a list of such Pre-Existing Works, if applicable, is attached to this Agreement.

5.07 Insurance. Grantee shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Grantee's operations under this Agreement, whether such operations be by Grantee 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:

- (a) Claims under Workers' Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- (b) Claims for damages because of bodily injury and personal injury, including death; and
- (c) Claims for damages to property.

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

- (a) Commercial General Liability (Occurrence Basis) – bodily injury, personal injury, property damage, contractual liability, product/completed operations
  - Each occurrence limit: \$1,000,000.00
  - Damage to rented premises: \$100,000.00 per occurrence
  - Medical expense limit: \$5,000.00
  - Personal and advertising injury limit: \$500,000.00
  - General aggregate limit: \$2,000,000.00 (other than products completed operations). NOTE: General aggregate to apply per location
  - Products/completed operations: \$1,000,000.00
- (b) Auto Liability –
  - Combined single limit: \$1,000,000.00 (owned, hired & non-owned)
- (c) Excess/Umbrella Liability: \$1,000,000.00 (each occurrence and aggregate)

(d) Workers' Compensation and Disability: Statutory

(e) Employer's Liability –

- Bodily injury accident: \$100,000.00 per accident
- Bodily injury by disease: \$100,000.00 per employee
- Bodily injury by disease: \$500,000.00 policy limit

5.07.1 Certificates of Insurance, naming the Consolidated City of Indianapolis and Marion County 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. The coverages afforded under the policies shall not be cancelled or not renewed until at least thirty (30) days after written notice has been given to City. Upon cancellation, Grantee shall obtain a new insurance policy in accordance with Paragraph 5.07 of this Agreement and send a copy of the new policy to the City.

5.07.2 With the prior approval of City, Grantee may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Grantee shall be responsible for all deductibles.

5.07.3 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Grantee to the above enumerated amounts.

## 5.08 Termination for Cause or Convenience.

5.08.1 Termination for Cause. If Grantee becomes insolvent, or if it refuses or fails to perform the work and services required by this Agreement, 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, including but not necessarily limited to circumstances expressly described elsewhere in this Agreement as constituting material breaches of the Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, upon providing Grantee (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. Notice of non-compliance pursuant to Paragraph 2.05 of this Agreement and an opportunity to respond in writing satisfies the notice and consultation requirement of this paragraph. In determining the amount of reimbursement to be demanded from Grantee upon such termination for cause, no amount shall be allowed for anticipated profit on unperformed services or other work. If City terminates for cause after Grantee's material breach of the Agreement, City shall be entitled to pro-rata reimbursement for services Grantee 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.

- 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 Grantee is given (1) not less than thirty (30) calendar days written notice of City's intent to terminate and (2) an opportunity for consultation prior to termination. If City terminates for convenience, Grantee shall be entitled to retain the portion of the grant funds that Grantee can demonstrate have actually been expended on services performed in accordance with Attachment A as of the date of notice of termination for City's convenience.
- 5.08.3 Upon receipt of notice of termination for cause or termination for convenience, Grantee 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 Grantee in performing this Agreement, whether completed or in process.
- 5.08.4 If, after City terminates for cause, it is determined that Grantee 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 grant amount provided for in this Agreement shall be made as provided in sub-paragraph 5.08.2 and such adjustment shall be Grantee'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 Limitation of Liability. Except in connection with a payment obligation, an indemnification obligation or a confidentiality obligation hereunder, the aggregate amount of any liability of one party to the other for any claim(s) arising from or relating to the Agreement, shall be limited to direct provable damages and shall not exceed, in any event, the reimbursement of any amount actually paid by City to Grantee.
- 5.11 Indemnification. Grantee agrees to indemnify, defend, and hold harmless City, and its 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 Grantee's (i) breach of any provision of this Agreement, and/or (ii) violation of applicable law. Such indemnity shall include reasonable attorneys' fees and all reasonable 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.

- 5.12 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 Grantee:*

V.O.I.C.E.S. Corp.  
Attn: Kia Wells, Exec. Director  
1415 Shelby Street  
Indianapolis, IN 46203

*To the City:*

Office of Public Health and Safety  
Attn: Lauren Rodriguez, Director  
200 E. Washington St., Suite 2141  
Indianapolis, IN 46204

- 5.13 Disputes. Grantee shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Grantee and City may otherwise agree in writing. Should Grantee fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Grantee as a result of such failure to proceed shall be borne by Grantee, and Grantee shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.
- 5.14 Non-discrimination. Grantee 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. Violation of this section shall be regarded as a material breach of this Agreement.
- 5.15 Conflict of Interest.
- 5.15.1 Grantee certifies and warrants to 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 City.
- 5.15.2 For purposes of compliance with IC 36-1-21, Grantee certifies and warrants to City that Grantee, or a person who wholly or partially owns Grantee, 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.
- 5.16 Non-contingent Fees. Grantee 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 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.

#### 5.17 Force Majeure.

5.17.1 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.

5.17.2 The parties acknowledge the disruptions to activities of daily life caused by the COVID-19 pandemic. However, Grantee's program design has taken the conditions created by COVID-19 into account. Accordingly, the COVID-19 pandemic conditions prevailing in Indianapolis, Indiana as of October 2021 do not constitute a Force Majeure Event justifying non-performance by either party. A severe worsening of pandemic conditions related to COVID-19 during the Term of this Agreement may, however, constitute a Force Majeure Event.

#### 5.18 Applicable Laws; Forum.

5.18.1 Grantee 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 City and Grantee to determine whether the provisions of the Agreement require formal modification.

5.18.2 This Agreement shall be construed in accordance with the laws of the State of Indiana without regard to conflict of laws principles, and by all applicable Municipal Ordinance or Codes of the Consolidated City of Indianapolis, County of Marion. The courts of Marion County, Indiana shall be the exclusive forum for any dispute arising out of this Agreement.

- 5.19 Waiver. 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 City's rights or remedies.
- 5.20 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.
- 5.21 Attorneys' Fees. Grantee shall be liable to City for any reasonable attorneys' fees incurred by City in connection with the collection of or attempt to collect, any damages arising from the negligent or wrongful act or omission of Grantee, or from Grantee's failure to fulfill any responsibilities provided for herein.
- 5.22 Successors and Assigns. City and Grantee 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, Grantee shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City.
- 5.23 Authority to Bind. Notwithstanding anything in this Agreement to the contrary, the signatory for each party represents that he/she has been duly authorized to execute agreements on behalf of such party and has obtained all necessary or applicable approval from its home office to make this Agreement fully binding upon the party when his/her signature is affixed and accepted by the other party.
- 5.24 Debarment and Suspension.
- 5.24.1 Grantee 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 Grantee.
- 5.24.2 Grantee 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.
- 5.24.3 Grantee shall provide immediate written notice to City if, at any time after entering into this Agreement, Grantee learns that its certifications were erroneous when submitted, or that Grantee 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 constitute a material breach of the Agreement and entitle City to terminate for cause pursuant to Paragraph 5.08.1 of the Agreement.

5.24.4 Grantee 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. Violation of this provision shall constitute a material breach of the Agreement and entitle City to terminate for cause pursuant to Paragraph 5.08.1 of the Agreement.

5.25 Compliance With E-Verify Program. By executing this Agreement, Grantee affirms under the penalties of perjury that Grantee does not knowingly employ an unauthorized alien. Grantee further agrees that:

5.25.1 Grantee shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. Grantee is not required to participate should the E-Verify program cease to exist. Additionally, Grantee is not required to participate if Grantee is self-employed and does not employ any employees.

5.25.2 Grantee shall not knowingly employ or contract with an unauthorized alien. Grantee shall not retain an employee or contract with a person that Grantee subsequently learns is an unauthorized alien.

5.25.3 Grantee shall require its subgrantees and subcontractors, who perform work under this Contract, to certify to Grantee that the subgrantee or subcontractor does not knowingly employ or contract with an unauthorized alien and that the subgrantee or subcontractor has enrolled and is participating in the E-Verify program. Grantee agrees to maintain this certification throughout the duration of the term of a contract with a subgrantee or subcontractor.

5.25.4 If Grantee is in violation of IC § 22-5-1.7, and fails to cure the breach within 30 days after being notified by the City, such circumstance may constitute a material breach.

5.26 Key Persons. [omitted]

5.27 Post-Employment Restrictions. Grantee certifies to City that no employee, contract employee, or sub-contractor of Grantee:

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

- 5.27.2 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 of Indianapolis or Marion County, shall perform any functions on behalf of Grantee under this Agreement with respect to the City, unless the employee's former agency has consented to the employee's performance for Grantee in writing;
- 5.27.3 Has violated any provision of Chapter 293 of the Revised Code regarding the solicitation, negotiation, awarding, or the performance of this Agreement;
- 5.27.4 Is currently an official or deputy mayor of, or has appointing authority to, any agency of the City of Indianapolis or Marion County; and
- 5.27.5 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 Grantee.

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

- 5.28 Wage Theft/Payroll Fraud. Grantee shall report, and shall require its subgrantees and/or subcontractors to report, all complaints or adverse determinations of Wage Theft or Payroll Fraud against the Grantee, its subgrantees, or its subcontractors (as the case may be) to City'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 Grantee 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.

By executing this Agreement, Grantee affirms under the penalties of perjury that Grantee has not had any adverse determinations rendered against it within the preceding three (3) years.

- 5.29 Additional Information Upon Request. Grantee 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.
- 5.30 Signatures. Signatures may be executed in counterparts as well as by facsimile or electronic form.

[Signature Page to Follow]



**(Attachment A)**

There are no changes to our grant proposal or budget that was submitted on 7/30/2021.

<b>Category</b>	<b>Description</b>	<b>Cost</b>
Personnel	Site coordinators (4) \$20/hour at 15 hours per week	\$57,600.00
Community Engagement	Healing parent support groups, Black Male Mental Health outreach, Street Outreach	\$5,000.00
Equipment	Zoom, evaluation software	\$2,700.00
Supplies	Participant workbooks, folders, pens, ink, paper	\$2,500.00
Contractual	200 Youth Program stipends	\$30,000.00
Marketing	Flyers, t-shirts, brochures, booth supplies	\$2,000.00
Other	Background checks	\$200.00
<b>Total</b>		<b>\$100,000.00</b>

**COMMUNITY-BASED VIOLENCE PREVENTION PARTNERSHIP**  
**Power and Promise: Cross-Age Peer Mentoring & Civic Leadership Program**

Through culturally sustaining education, healing-centered engagement, and workforce development, VOICES provides the relationships, resources, and opportunities for youth to heal, grow, and further their path towards economic self-sufficiency and civically engaged lives. VOICES programs and services are grounded by our Four Pillars of Wellness:

- Healed- Systemic oppression, forces us to acknowledge that healing must be core for communities to transform and thrive
- Educated- Equitable educational opportunities are essential for economically stable and thriving communities
- Creative- A collective and neutral platform for trauma and social justice issues to be explored without judgement is essential
- Disciplined- Communities need tools to create new personal habits and pathways for self-sufficiency

Since 2010, VOICES has co-created innovative programming with their youth and communities. VOICES is a Black led organization founded and ran by a local husband and wife duo with a desire to transform communities of color. All staff and board members are predominantly people of color and are from working-class and diverse backgrounds. Given their identities--as well as their personal, professional, and civic involvements, VOICES leadership has a profound, nuanced understanding of how systemic racism, generational poverty, and gaps in systems of support entrench the challenges their youth and families face. This understanding has led to new VOICES initiatives that aim to change the inequitable systems youth are engaged in, alongside supporting, and growing the youth themselves. VOICES believes that playing a role in systems-level change is the only way to achieve their long-term vision: bringing about the day when every Indianapolis child, family, and community has the tools, resources, and collective capacity they need to lead self-determined lives.

**Statement of challenges**

Since the mid-2000s, there has been an increase in the rate, and concentration, of poverty, particularly in Indianapolis' Black communities (Donahue, McDearman, & Barker 2017); chronic challenges in housing access

and affordability (Center for Research on Inclusion and Social Policy 2019); drastically different student achievement outcomes based on race and class (Cavazos 2018); and increased experiences of violence by all residents (Lindsay 2019), especially by Black communities (Cooper 2020), as well as the decreased rate in economic mobility (Sherer, Shah, Muro 2018). Informed by these realities, systemic racism was declared a public health crisis by the Indianapolis City County Council in June 2020. In Indianapolis, less than 5% of children that grow up in the lowest family income bracket end up in the top 20% income bracket as adults, according to research by Harvard University scholar Raj Chetty and his collaborators, which found the city's economic mobility was among the worst in the nation.<sup>[1]</sup> This percentage falls to 2.4% for Black boys in Indianapolis. VOICES serves over 350 youth per year; 84% are Black males, 100% live at or below the poverty level and all are disengaged from traditional systems of support.

In 2018, gun violence was declared as a public health crisis in the city of Indianapolis and the following year, three out of every four criminal homicide victims were Black (SAVI). Studies completed by researchers at both Emory University and Yale University found that rates of post-traumatic stress disorder are higher among residents of some high-crime neighborhoods than among veterans of combat. Prolonged exposure to violence leads the part of the brain that triggers the primal “fight or flight” response to remain in a hyper-vigilant state, which can result in long-term psychological dysfunction and “anti-social” or “deviant” behavior. Entrenching these challenges is the distrust Black and Brown men have for almost all systems of support—schools, mental health, law enforcement, community-based services, churches—because they have not felt heard, valued, nor that they were given space to learn from, and move beyond, the poor decisions they have made in the past (Bussette 2018).

The VOICES Day Reporting Program student body represents 36 different Indianapolis zip codes, many that have been labeled as “hotspots” by IMPD. Most VOICES Day Reporting students are black males between the ages of 13-18. Of note, 54% of our current population of students have serious firearm or drug related charges



and the remaining 46% are property charges such as Burglary, Robbery, and crimes against people such as intimidation, battery, and assault.

VOICES students live in the most violent neighborhoods in Indianapolis. According to SAVI's Trends in Crime Report, VOICES students live in neighborhoods in which 100-200 people of every 1,000 people engage in criminal behavior; which means our students have fundamentally different access to the resources, opportunities, and relationships than youth living in less violent communities. When VOICES students enter our program, the cumulative effects of violence, trauma, cyclical poverty, and lack of high-quality educational opportunities stifle students' ability and desire to be the best versions of themselves.

The realities that our VOICES youth and families face are unacceptable and changeable. Indianapolis communities, systems-leaders, and funders have never been more informed about these issues and united in seeking to address them. VOICES has, and will continue to, play a leading role in addressing root causes of systemic racism, gun violence, and generational poverty. VOICES leverages the growing body of research that demonstrates initiatives which 1) put those in poverty in leadership roles to co-create programming and determine resource allocation, and 2) allow for them to build social capital with their peers in their community to have the greatest impact in helping them overcome poverty (Ginwright 2018).

VOICES aligns with the priorities of this solicitation by providing direct services for the population(s) of focus that include an active, formal therapeutic or mentorship component with regular meetings (at least three to four times a month) of sufficient duration (six to twelve months).

### **Identify the core issues that contribute to the rate of violence in the community**

#### **1. Lack of access to equitable educational/employment options**

VOICES program works with Court appointed youth who are not in a traditional school setting and is used as a community alternative to secure detention due to suspension or expulsion. Students are behind in credits, lack academic and social-emotional skills needed to return to the school setting successfully. This leaves teens with

endless amounts of unsupervised time, no formal education, employment skills nor resources which further exacerbates racial and economic inequity and contributes to the school to prison pipeline. Disparities in socio-economic status between high crimes areas and low crime areas lead to poverty rates that are four times higher in the high-crime areas. Communities also experience unemployment at a rate that is three times higher than in less violent communities. (SAVI) A study completed by Christle, Jolivet, & Nelson in 2005 indicated that “most students in the juvenile court system have experienced academic failure and suspensions. Further, the significant over-representation of African American/Black students who experience exclusionary behavioral reprimands, such as suspension and expulsion, is substantial, and a contributing factor to students’ likelihood of engaging in deviant behavior.” In 2020, with the assistance of the Community -Based Violence Prevention Partnership:

- **26% of Power and Promise students obtained their High School Equivalency certificate or returned to a traditional school setting and graduated on time**
- **42% obtained and maintained employment outside of Power and Promise**

## **2. Lack of emotional intelligence**

A study conducted by Ahmed Megreya examined the link between emotional intelligence and criminal behavior. He noted that the lower the level of emotional intelligence, the higher degree in severity the crime was. These results suggested that indirect aggression requires more social intelligence than physical aggression. Young people that are making poor behavior decisions and committing delinquent acts lack self-awareness, self-management, empathy, relationship management, and effective communication. In 2020, with the assistance of the Community -Based Violence Prevention Partnership:

- **75% of students report an increase in self-control/emotional regulation**
- **91% of students did not have a new charge filed during program participation**
- **63% of students reported an increase in skills to handle conflict without violence**

## **3. Lack of positive, and sustained relationships and community involvement**

Young people thrive when surrounded by people who affirm their assets and strengths and who support and hold them accountable. When positive relationships are not present, this increases youth

involvement with anti-social peers, which increases risk for drug use, premature independence from parents, and lack of value in education. Our students also want to be a contributing member of their communities and effect change through leadership and civic engagement. In 2020, with the assistance of the Community -Based Violence Prevention Partnership:

- **19 students participated in a year long partnership with New America and hosted national panels on topics including: Trauma, gun violence, domestic violence, and addiction**
- **35 Students created and facilitated a Social Emotional Learning Summer camp with Invent Learning Hub Elementary School**
- **7 students visited the Indiana Statehouse, met directly with state representatives, and advocated for policies related to supports for youth in foster care, and addressing gaps in educational equity, housing, and barriers to economic mobility**
- **5 students currently serve in leadership roles for major agencies and organizations affecting youth well-being (DCS and the Coalition for Homelessness Intervention and Prevention CHIP)**

These problems have been identified through VOICES staff's authentic, collaborative, asset-based relationships developed with VOICES students and their families. Program evaluations over the course of ten years, and through the work of our Executive Director who served as Juvenile Probation Officer for 9 years also helped shape the view of our organization.

VOICES's unique approach to teaching social emotional skills is a key component to why students participating in the program succeed once they leave. Not only does VOICES teach them social emotional skills but also teaches them how to break the cycle of poverty and better cope with the significant challenges they face. As a result, students are better equipped to resolve conflict without violence, and better equipped to be proactive in garnering the resources, supports, and relationships they need to prevent conflict and advocate for group, organizational, and systemic change that will address the challenges they face.

Further, VOICES' impact through their peer-to-peer Power and Promise youth leadership development programs were recognized in 2019 by Mayor Hogsett who stated that "VOICES' cross-age peer mentor and youth leadership program recruits and trains Indianapolis youth to mentor elementary and middle school students from their own communities, providing stipends for their efforts and connecting them with

additional wraparound services and one of the City's Community-Based Violence Prevention Partners, VOICES exemplifies the power of grassroots organizations that uplift local youth and provide creative alternatives, which are a positive deterrent from crime and violence. Neighborhood organizations are critical to preventing violence and making Indianapolis a safer, more connected community."

**Specify the population(s) of focus**

Our focus is on providing opportunities for young people, ages of 12-24, who are disengaged from a traditional school support, have been system impacted, or experienced a death due to gun violence; 87% of our current students are black males between the ages of 14-19.

**Describe how the proposed activities will mobilize community residents and reduce violent crime.**

This initiative is led by the philosophy of our youth "nothing about us, without us". Too often, youth are not at decision-making tables when policies and programs are being designed that directly impact them. In this program, system-impacted youth participate in paid training programs that prepares them to successfully become mentors, community organizers, policy change advocates, and professional consultants for youth serving organizations. These two-way, active forms of engagement allow youth to realize change in their immediate environment and begins to shift power to those most impacted. Partnerships have been formed with the Indiana Commission on Improving the Status of Children, Forum for Youth Investment, Marion County Juvenile Probation, Marion County Jail, Department of Child Services, New America, Juvenile Detention Alternative Initiative, and 13 local school and community organizations. Students have successfully facilitated state-wide policy forums for legislators, led a panel for the Children Policy & Law Initiative (CPLI) Positive School Discipline program, created and led after school programs with elementary. This model functions using the principles of the Positive Youth Development Theory (Larson, 2000; Benson, Scales, Hamilton, & Sems, 2006), the Social Development Model (O'Donnell, Michalak, & Ames, 1997; Hawkins, Catalano, & Miller, 1992), and Social Interest Theory (Crandall, 1975), all of which stress the importance of the protective power of engaging in meaningful pro-social activities. The youth empowerment, participatory, culturally relevant, and

6

intensively supportive emphases of the program have shown promise in improving youth engagement, which has been a problem for social and mental health services in impoverished, highly stressed communities (Bulanda & McCrea, 2012; Guthrie, Ellison, Sami, & McCrea, 2014).

Since starting this program in 2018, VOICES has noticed a larger collective impact with our students. Their language about themselves and community began to change. Students that once referred to themselves as “the bad kid in the family”, “street dude”, “Criminal” started affirming their new skills and responsibilities. They began referring to themselves as “a Mentor”, a “Teacher”, a “Volunteer” or “Activist.” Students were held accountable for their actions outside of the program as a condition of participation. With that, we saw a decrease in positive drug screens, decrease in Probation violations, and decreases in delinquency. VOICES staff has a history and connection to Indianapolis. Our diverse backgrounds and desire to change the narrative of our childhood neighborhoods, drives the mission of our organization. Our students have been able to increase representation and model visibility and access to the voice of youth in our communities. VOICES is intentional in increasing spaces for youth to hold positions of power and influence. These practices increase levels of self-confidence, and community connections leading to collective efficacy. Civic engagement has increased with our students and families during participation in Power and Promise, enabling students to be in spaces and effect change at a systemic level and develop transferrable skills such as:

- Effective Communication
- Motivational Interviewing mentees
- Time Management
- Increase in confidence/self esteem

In 2018, Dr. Shawn Ginwright, outlined the Healing Centered Engagement theory (HCE); he noted that (HCE) as an asset-based alternative to Trauma-Informed Care explores the need to address systemic trauma, collective experiences, and the need to foster possibilities, which he terms as “well-being.” The primary focus is healing through the acknowledgement of youths’ unique identities and cultures, creating a sense of belonging and connection, as well as equipping them with the skills, knowledge, and mindsets needed to

contribute to local and structural change that will address racial and economic disparities. Dr. Ginwright notes that communities, and individuals who experience trauma are capable, necessary agents in restoring their own well-being. This subtle shift suggests that healing from trauma is found in awareness and actions that address the conditions that created the trauma in the first place. Well-being is a function of control and power young people have in their schools and communities which contributes to overall hopefulness, and optimism.

### **Design and Implementation**

Our organization is seeking grant funds to expand our cross-age peer mentor and youth leadership program. Power and Promise will recruit, train, supervise, and evaluate Indianapolis youth to be mentors, community leaders through civic engagement and empowered economically by providing stipends for participation. Specifically, we are seeking an increase in funding to support new programming in youth advocacy, organizing, and civic leadership. This is in direct response to how our organization was able to scale services during 2020. Programming will continue to be neighborhood specific and increased services will be offered in Marion County Jail and residential treatment facilities as part of student discharge plans. VOICES will continue to offer in person and virtual programming.

### **Leadership Development and Peer mentoring training:**

The cross-age peer mentoring model is supported by several youth development theories. Using peer mentors as opposed to adult mentors has been shown to increase ratings of connectedness to school, teachers, or parents, academic achievement, social skills and social competence, behavioral problem reduction, positive classroom behaviors, and healthier attitudes about violence (Karcher, 2005; Karcher, Davis, & Powell, 2002; Westerman, 2002). Mentors themselves, like those from Big Brothers, Big Sisters, have shown improvements in interpersonal skills, personal abilities (e.g., being responsible, reliable, and organized), knowledge of child development, and leadership abilities (Herrera et al., 2008).

This model also functions using the principles of the Positive Youth Development Theory (Larson, 2000; Benson, Scales, Hamilton, & Sems, 2006), the Social Development Model (O'Donnell, Michalak, & Ames, 1997; Hawkins, Catalano, & Miller, 1992), and Social Interest Theory (Crandall, 1975), all of which stress the importance of the protective power of engaging in meaningful pro-social activities. The youth empowerment, participatory, culturally-relevant, and intensively supportive emphases of the program have shown promise in improving youth engagement, which has been a problem for social and mental health services in impoverished, highly stressed communities (Bulanda & McCrea, 2012; Guthrie, Ellison, Sami, & McCrea, 2014). Lastly, this work is directly linked the HCE theory of change that Dr. Ginwright ascribes, and which guides VOICES' work with youth.

### **Civic Engagement/Advocacy Training**

These in-person, two-way, active forms of engagement allow people to see change in their immediate environment, envision something new, and build that future together. The process borrows from design thinking and tactical urbanism, but goes beyond, using these methods to lay the groundwork for larger investments. Research shows that civic engagement becomes an avenue for engaging people and generating trust, in part because they offer tangible results at a speed that community members appreciate. When tied to longer-term plans and more comprehensive investments, this way of working has the potential to keep people engaged in the future of their neighborhood for the long term. *Journal of Educational and Psychological Consultation*. Students during the 2020 cycle of Power and Promise were able to:

- Participate as youth leaders in Child Advocates' Interrupting Racism For Children (IRFC) two-day workshop, and 4 will continue on to serve as participants and support with facilitation in training youth-serving adult practitioners in the months ahead
- Were appointed to the inaugural Youth Commissioner Board in partnership with McCoy and the Indianapolis City County Council.

- Organized Safe Summer activities that promoted anti-violence, safe spaces for youth

We would also like to note that during the 2020 cycle of Power and Promise, with the assistance of funding from Office of Public Health and Safety, VOICES was able to provide services to over 13 different sites across Marion County. Most notably, Power and Promise was offered to a cohort of 10 youth currently being detained at the Marion County Jail. Youth in that program were allowed to participate once weekly. Participant stipends were then applied to their online commissary accounts. Out of the 10 youth participants, 3 were awaiting trials for murder. Marion County Jail has expressed those services will continue with new cohorts occurring quarterly.

#### **Implementation plan and modifications**

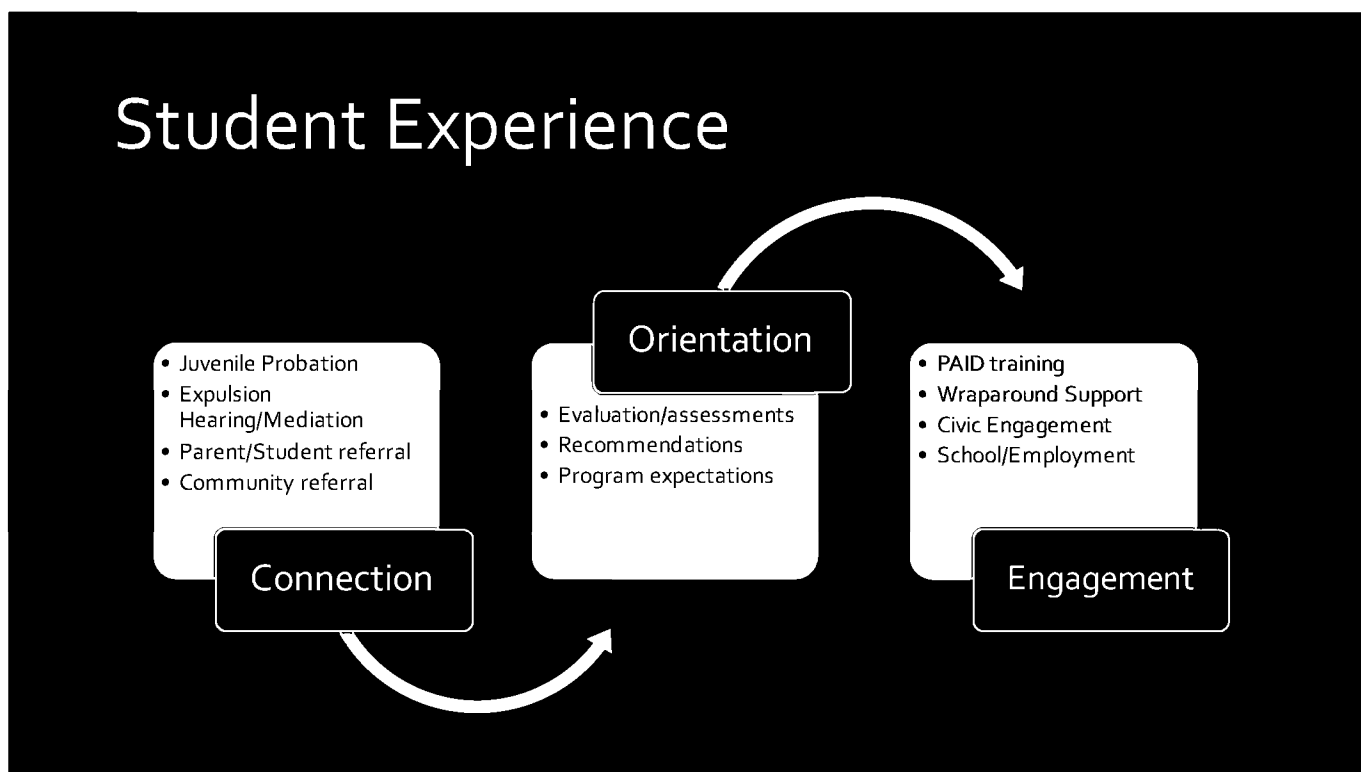
VOICES launched Power and Promise in December of 2018 working with only youth involved with Marion County Juvenile Probation. With our award from the 2019 and 2020 Community Based Violence Prevention Partnership grant, VOICES was able to expand and offer services to youth in the community. Funding also allowed for the addition of site coordinators to expand capacity. Students will be recruited from the community, schools, and other systems of support for program participation. Key activities will include the following:

Educate	<ul style="list-style-type: none"> <li>• Asset Based Community Development</li> <li>• Conflict Resolution</li> <li>• Identity</li> <li>• Peer Mentoring</li> <li>• Relationship Building</li> </ul>
Empower	<ul style="list-style-type: none"> <li>• Youth will be paid for mentoring/training</li> <li>• Access to High School Credit Recovery program</li> <li>• Access to VOICES creative arts programs</li> <li>• Case management services provided to students</li> </ul>
Engagement	<ul style="list-style-type: none"> <li>• Youth and families are expected to participate in pro-social engagement and community improvement.</li> <li>• All students must commit to one Saturday a month</li> <li>• Youth and families will be required to participate in quarterly youth led forums/roundtables</li> </ul>



Community Connections	<i>Local Schools and Community Centers</i> <i>Apartment complexes</i> <i>Local youth serving organizations</i> <i>Local government agencies</i>
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The student experience is illustrated below:



## Monitoring of Activities to ensure design implementation

VOICES Executive Director will oversee operations and meet with site coordinators bi-weekly to offer support, discuss needs, progress, or concerns with the program. Site Leaders will collect and submit all assessment/evaluations from orientation within 48 hours of youth starting program. This assessment will inform the Site Supervisors level of comprehension of students, barriers present, and creation of program goals. Support Staff will complete web-based progress notes after each session with youth and families to be completed within 72 hours of session. Support Staff will submit web based monthly reports of progress to Site

Supervisors outlining goals, progress, and areas for improvement by the 10th of each month following service delivery. This communication will inform Site Supervisors on how to best proceed with program objectives and adapt to their ever-changing needs. Youth will complete a web-based exit interview upon discharge of program within 30 days of completion to measure the success of the program from the program participants' views.

### **Projected outcomes**

#### **Civic Engagement/Advocacy Training**

- 80% of students will successfully complete paid training program
- 65% of students will report increased skill in effective communication of emotions and increase emotional intelligence
- 45% will analyze local, state, and national policies that affect them and create policy pitches that would better meet their needs and address the challenges they face

#### **Leadership development and mentoring training**

- 30% of program participants will obtain High School Equivalency certificate and obtain employment
- 70% of program participants will report decreased maladaptive/disruptive and delinquent behaviors
- 60% of students will report increase in non-violent conflict resolution skills

### **Capabilities of Organization**

VOICES began as grassroots, high-efficiency organization that relied on volunteer professionals to staff and resource their programming with an annual operating budget of \$7,000. Over the course of a decade VOICES has become a well-established non-profit organization and systems provider for major public service agencies such as Department of Child Services, CHOICES, and Marion County Juvenile Probation. Seeking to diversify their funding portfolio, VOICES expanded their donor base to include well-known and established funding entities such as the Central Indiana Community Foundation's Indianapolis Foundation, the City of Indianapolis' Office of Public Health and Safety, Office of Juvenile Justice and Delinquency and Delinquency Prevention Federal Title II Program, The MindTrust, The Crosser Family Foundation, United Way, Lilly Foundation, and the Annie E. Casey Foundation. This has led to an annual operating budget of over \$700,000. Further, VOICES

leaders are increasingly being called upon to serve as experts in the fields of racial equity, criminal justice reform, youth and community development, and healing-centered care. Our organization has been grant and/or contract funded since our creation in 2010. With that, comes the responsibility of establishing timelines for our promised service delivery, executing those services and reporting on our proposed outcomes. VOICES has maintained high quality reporting practices and a community reputation in quality services delivered and achieved promised results. VOICES has also undergone several external audits from each of these funding sources and have successfully passed each one. VOICES has a proven track record with our programs. VOICES has served over 2100 students and have maintained a recidivism rate under 10% for the last 5 years.

### **Competencies of staff**

VOICES staff serve as living models of the commitment to betterment of self and are chosen based on professional and/or personal experience. All current staff members have at least 5 years working with youth and families and possess at minimum a bachelor's degree. VOICES staff has provided services such as; consultations, workshops, trainings, case management services, supervised visitation, mentor, behavior modification, parent education, Probation Officer, Juvenile Detention Officer; and, intensive wrap around services. Staff has been trained in two or more of the following: Child Needs and Strength Assessment Super User (CANS), Casey Life Skills Assessment, Undoing Racism, Implicit Bias, Mental Health First Aid, Strengthening Families Group Facilitator, Restorative Justices, Child Mental Health Wraparound Services (CMHW) programs and/or Nurturing Parenting curriculum.

The Executive Director of VOICES has nine plus years' experience as Juvenile Probation Officer with experience in Juvenile Court hearings, motivational interviewing, evidence-based practices, JDAI Initiatives, risk assessments and fieldwork. She has 5 plus years' experience in community-based services with youth and families in the areas of case management, mentoring, parent education, and behavior modification. Also, 10 years' experience in nonprofit leadership to include positive youth development, program development & implementation, community outreach, supervision of staff, reporting of outcomes and balancing

organizational budgets. She was recently appointed to the newly created Central Indiana Racial Equity Fund Steering Committee. All staff are required to submit to local law enforcement background checks, Child Protective Services Checks, Sex Offender Registry Checks, as well as National Fingerprint checks prior to job placement.

**Detail the organization's ability to serve the population(s) of focus.**

By utilizing Restorative practices, Art Therapy, developing youth leadership, and increasing education and employment options, we assist youth and families by creating trusting relationships allowing for root cause conversations to occur and real change to take place. **VOICES Day Reporting Program maintains an in-program recidivism rate of 9% with our youth, 56% successful discharge rate, and 62% increase in the ability to control their emotions with peers and staff** This is the lowest rate seen in the last 5 years from Marion County Juvenile Probation. Our program devotes close to 40 hours a week of evidence-based, cognitive behavior programming, education/employment, community engagement, life skills, and creative art workshops.

**Past efforts to build coalitions with law enforcement or other justice system partners**

VOICES has ongoing successful working relationships with Marion County Juvenile Probation, Marion County Jail, Department of Child Services, CICF, Juvenile Detention Alternatives Initiative, CHOICES Inc., Indianapolis Public Schools, Indy Mentoring Network, CAFE, Decatur Township, and Carriage House East.

**Plan for Collecting Necessary Data**

The Executive Director and Site Coordinators will be responsible for data collection and using that to drive program needs and activities. The Director of Community Engagement will be able to create a continuum of therapeutic and mentorship supports, education, and civic leadership with the support of this grant. Data will be utilized to analyze training effects, retention, weekly mentoring experiences, drug use, carrying weapon, suspensions, outburst, safety, emotions, arrest etc. School-based data will be gathered in tandem with the data collection time points for mentees to assess attendance, behavior, and academic performance. Juvenile

probation data will be gathered for system impacted participants at data collection time points for Site Coordinators to assess impact on recidivism, decrease in disruptive behavior, and delinquency. VOICES currently utilize web-based access for all youth evaluations, exit interviews, pre and post evaluations and feedback. All answered are stored on our Google Drive and can be exported with any given variables.

**Describe how the information will be shared with the public to detail progress.**

Quarterly reports will be completed by Executive Director and published on organizations' website and sent through our e-contact list. Monthly reports will also be sent to all referral sources. We acknowledge that our proposal title and the name of our organization under this solicitation will be publicly disseminated and does not have any pending applications.



(Attachment B)

### **Record-keeping plan**

The Executive Director and Site Coordinators will be responsible for data collection and using that to drive program needs and activities.

To measure the data gathered, we utilize participatory action research which is a balance of action and critical reflection. This method challenges us to regularly and systematically critique what we are doing in collaboration with those that receive services from our agencies. Students and families assist in program design, and evaluation.

Programs will manifest success through delinquency/crime reduction, and the collective processing and healing from trauma among youth and our broader community. We use mixed methods approaches to gather and analyze data about the quantity and quality of our input goals (e.g., participant enrollment, expansion of program services, skills attained, number of community/civic engagement events hosted, etc.) and our intended output goals (e.g., increased exposure, violence reduction, effective communication, conflict resolution, increased self-efficacy and leadership capacities, etc.) to drive the impact we aspire.

Our curricula provide consistent, and actionable strategies for program staff to analyze multiple forms of data, remediate gaps in learning and progress, and coalesce an overall snapshot of participants' wellbeing and the development of critical consciousness in our youth and families.

Active engagement in evidence-based practices that show when programs actively engage in reflecting on their service delivery with participants; improvement of conditions are achieved. Our youth and families are routinely given opportunities through survey, exit interviews, focus groups and program evaluations, to provide feedback on causes of community conditions, programming to address the need, and brainstorming solutions to be more impactful. This practice creates a culture within our agencies that makes youth and families feel more invested in the solution.

Recently, VOICES was granted two-year (2021-2023) access, and custom database build-out of Efforts to Outcomes by the Grassroots and Faith-Based Data Initiative through United Way of Central Indiana. This database will be utilized to improve our systems collecting and analyzing data.



(Attachment B)

### **Metrics Document**

#### **Program projections:**

- 200 youth and young adults served between the ages of 13-24 in Marion County

#### **Civic Engagement/Advocacy Training**

- 80% of students will successfully complete paid training program
- 65% of students will report increased skill in effective communication of emotions and increase emotional intelligence
- 45% will analyze local, state, and national policies that affect them and create policy pitches that would better meet their needs and address the challenges they face

#### **Leadership development and mentoring training**


- 30% of program participants will obtain High School Equivalency certificate and obtain employment
- 70% of program participants will report decreased maladaptive/disruptive and delinquent behaviors
- 60% of students will report increase in non-violent conflict resolution skills

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


**CONTRACTOR**

By:  Date: 12/16/2021  
Printed: KIA WELLS  
Title: Executive Director  
Company: ECLECTIC SOUL VOICES CORPORATION

**AGENCY/DEPARTMENT**

By:  Date: 12-16-2021  
Printed: Lauren Rodriguez  
Title: Director  
Agency/Department: OFFICE OF PUBLIC HEALTH AND SAFETY

**APPROVED AS TO AVAILABILITY OF FUNDING**

By:  Date: 12/16/21  
Printed: Ken L. Clark  
Title: Controller  
Agency/Department: OFFICE OF FINANCE AND MANAGEMENT



## APPROVED AS TO FORM AND LEGALITY

By:



Rich McDermott  
F-SIGN WITH KOPAX

Date: 12/16/21

Printed: Richard McDermott

Title: Deputy Chief Counsel

Agency/Department: OFFICE OF CORPORATION COUNSEL