

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 **Kids’ Voice of Indiana, 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 is entered into with Kids’ Voice of Indiana, a non-profit agency with a mission to serve Indiana’s children and families by providing legal education, child advocacy, and family visitation through our programs. The agency was incorporated in 1985 and has provided advocacy, educational and preventive services for children in Indiana since that time though best interests representation, the CHINS and Family Law Deskbook and other services.
- 1.03 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.
- 1.04 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.
- 1.05 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 a party solely by virtue of that party having drafted the portion of the Agreement in question. No interpretation applied to any provision of the Agreement by the parties hereto, by an arbitrator, court of law, or by

any other third party shall be made against City solely by virtue of the provision in question being standard City contract language.

- 1.06 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.
- 1.07 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 (GAL) and court-appointed special advocate (CASA) 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, Scope of Services, which is attached hereto and fully incorporated into this Agreement.
- 2.02 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.
- 2.03 Contractor acknowledges its duty to develop the organizational infrastructure and staff capacity to perform all services described in Attachment A, and to be fully capable to perform all services as required by the Marion Superior Court, starting on May 1, 2021 and continuing throughout the Term.

SECTION III. TERM

- 3.01 The term of this Agreement shall commence on May 1, 2021, regardless of the date executed by the required signatories, and shall terminate on December 31, 2023 or upon termination of funding, whichever first occurs, unless terminated earlier in accordance with this Agreement.
- 3.02 The Agreement will not renew automatically. The 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. For services performed in 2021, Contractor's compensation will conform to the rates set forth in Attachment B, Budget, which is attached hereto and fully incorporated into this Agreement. For services performed in 2022 and any subsequent years, Contractor's compensation will conform to the agreed-upon annual budget created by Contractor and approved by City, in accordance with the timeline and procedures outlined in Attachment A.
- 4.02 Within 15 days of the full execution of this Agreement by the parties, City will provide to Contractor an initial payment in the amount of seven hundred forty-four thousand, eight hundred thirty-two dollars (\$744,832.00), to cover transitional costs and administrative expenses related to Contractor's assumption of the services described in Attachment A.
- 4.03 Starting in 2022, City shall provide to Contractor, in January and July of each year during the Term, an advance payment representing two (2) months of Contractor's budgeted compensation. Contractor shall submit to City an invoice stating the precise amount to be paid. City will pay Contractor within thirty (30) days after receipt of such invoice.
- 4.04 Contractor shall submit, no later than the fifteenth (15th) day of every month of the Term starting in June 2021, properly itemized invoice(s) and supporting documents for services performed and expenses incurred under this Agreement during the previous month, 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 invoices and supporting documentation. The City will credit the initial and advance payments described in Paragraphs 4.02 and 4.03 against Contractor's invoices.
- 4.05 Notwithstanding any other provision in this Agreement or Attachment A, Contractor's total compensation for work performed or expenses incurred in the year 2021, including the initial payment, shall not exceed five million, eight hundred thousand dollars (\$5,800,000.00).
- 4.06 In the event that, during the good faith performance of this Agreement, the Contractor incurs extraordinary costs or expenses exceeding the agreed Budget for a given year under this Agreement as a result of unforeseen circumstances not caused by Contractor, and the failure to compensate Contractor for such costs or expenses would create an inequitable result under this Agreement, then the City and the Contractor agree to negotiate in good faith to provide additional equitable compensation to the Contractor for the work performed.

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. Contractor is authorized to enter a subcontract with a qualified service provider for some or all of the services to be performed under this Agreement through December 31, 2021. Thereafter, 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 or the Contractor.
- 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:	
	Statutory
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 without substantial justification, 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) written notice of City's intent to terminate, (2) an opportunity for consultation with City prior to termination, and (3) at least ten (10) calendar days' opportunity after such consultation in which to cure such alleged default before the termination takes effect. 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 payment of any services Contractor has not performed as of the date of material breach and to reimbursement of payments 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 one hundred twenty (120) 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. Equitable adjustment will include reimbursement for costs reasonably incurred by Contractor for purposes of building the necessary capacity to perform the Services under this Agreement, provided that Contractor must terminate its obligation for such costs as soon as reasonably possible after receiving notice of City's intent to terminate the Agreement under this Paragraph.

5.08.3 Upon receipt of notice of termination for any reason stated above, Contractor shall:

(a) Discontinue all Services affected, unless the termination notice reasonably directs otherwise. However, if the immediate discontinuation of certain Services would jeopardize the safety or welfare of children in need of services, Contractor must continue to provide such Services until a suitable replacement provider can reasonably begin providing them. Contractor will be equitably compensated for such Services provided during a transitional period.

(b) 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, then 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 above, and the recovery of such price adjustment shall be Contractor's sole remedy and recovery with respect to the termination.

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 shall 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, and shall provide Contractor with notice as soon as practicable of any likely deficiency of funds.

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, email with read receipt 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:

Kids' Voice of Indiana, Inc.
Attn: Lindsay Scott
127 E. Michigan Street, Suite 500
Indianapolis, IN 46204
lscott@kidsvoicein.org

To the City:

Office of Public Health and Safety
Attn: Lauren Rodriguez, Director
200 E. Washington Street, Suite 2141
Indianapolis, IN 46204
lauren.rodriguez2@indy.gov

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 reimbursed by Contractor, and Contractor shall make no claim against the City for such costs.

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 courts of the State of Indiana, located in the County of Marion.
- 5.18 Waiver. Neither the City’s nor the Contractor’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. [intentionally omitted].
- 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. By executing this Agreement, Contractor affirms under the penalties of perjury that Contractor does not knowingly employ an unauthorized alien. Contractor further agrees that:

5.24.1 Contractor 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. Contractor

is not required to participate should the E-Verify program cease to exist. Additionally, Contractor is not required to participate if Contractor is self-employed and does not employ any employees.

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

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

5.24.4 If Contractor 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.

5.25 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, 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. 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'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.

By executing this Agreement, Contractor affirms under the penalties of perjury that Contractor has not 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]

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 **Kids’ Voice of Indiana, 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

A. Description of Services

1. Contractor shall perform the roles and responsibilities outlined by Indiana Code Sections 31-9-2-50 (“guardian ad litem”) and 31-9-2-28 (“court appointed special advocate”). 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, including termination of parental rights (TPR) proceedings involving a child or children in need of services, as appointed to the agency by the judges of the Marion Superior Court. Such services (hereinafter referred to as the “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 hearings;
- e. assigning volunteer GALs/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.

2. 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.

3. Contractor agrees to make the City and Court aware of any developments or circumstances, such a pandemic or significant increase in CHINS cases, that could result in an increase to the cost of the Services that are provided.

B. Costs and Billing

4. Contractor will invoice City monthly for the actual cost of the Services, and for approved indirect costs, as described below.

5. Personnel Expenditures. All reimbursement claims for personnel expenses (including for executive and administrative personnel) must be supported by clear, legible time sheets, validated by the employee whose time is being submitted and by a supervisor.

- a. All claims must also disclose the allocation rate defining the percentage of the employee's time that is devoted to the Services. Contractor's initial invoice must provide explanation of the basis for each claimed allocation rate. On or before July 1, 2021, Contractor must disclose to City a reasonable validation method (which may include a time and effort tracking system, a time study process, a monthly employee certification process, or other method) by which Contractor's allocation rate for each claimed personnel expenditure will be re-examined and validated at least every three months.
- b. Contractor must make available to City all documentation supporting its claimed personnel expenditures, including data generated by its allocation rate validation method and documentation of its period re-examinations of allocation rates.
- c. If Contractor retains a subcontractor to perform some or all of the Services through December 31, 2021, Contractor is responsible for collecting all information described in this Paragraph with respect to the subcontractor's claimed personnel expenditures.

6. Direct Costs. All claimed costs must be directly related to the Services. Contractor will submit the following with each monthly invoice as support for all direct costs (including costs originally incurred by a subcontractor) being submitted for reimbursement:

- a. Allocation by expense category. For costs incurred in 2021, each cost must be associated with an expense category matching the budget in Attachment B. For costs incurred in 2022 and any subsequent years, each cost must be associated with an expense category matching the budget Contractor has submitted to City following the procedure outlined below.
- b. Clear documentation of each claimed expense, including receipts or other transaction records.
- c. Clear explanation of the claimed cost's relation to the Services, if the relationship is not clear from the nature of the cost.

7. If total claimed expenses in any expense category exceed the budgeted amount for that expense category by more than 20% on a monthly *pro rata* basis, Contractor must provide City an explanation of the cost overage. The explanation must be received and approved by City before claims will be paid. Contractor may provide advance notice to City, upon which City may grant prior approval for change in expenses to expediate payment of claims.

8. General and administrative costs. For 2021, all costs claimed by Contractor must align with an expense category as described in Paragraph 6 and must conform to the Budget in Attachment B. Expense categories for 2021 may include general and administrative costs associated with the transition to performing the Services under the Agreement and associated capacity expansion. For 2022 and any subsequent years, all general and administrative costs claimed by Contractor must be in accordance with an indirect cost allocation method that has been validated by an independent, external auditor.

C. Budgeting and Audit

9. On or before October 1 of each year during the Term in which Services are to be performed in the subsequent calendar year, Contractor must provide City a detailed budget for the subsequent calendar year. This budget must include both an overall organizational budget and a budget for the Services performed under this Agreement. The parties must reach agreement regarding the final budget on or before December 1 of the year in which the budget is submitted. The parties will execute an amendment to the Agreement incorporating the agreed-upon budget for the subsequent calendar year as a revised Attachment B, promptly after the parties agree to such budget.

10. Contractor must retain the services of an independent external auditor with respect to its Services under this Agreement. The auditor will be required to assess Contractor's compliance with the processes set forth in this Attachment A, assess the reasonableness of Contractor's claimed costs and expenses, assess the reasonableness of Contractor's annual budgets, and assess the reasonableness of Contractor's indirect cost allocation method.

- a. The auditor must provide Contractor and City a report, no later than January 1, 2022, containing the results of all assessments relating to 2021 claimed costs and expenses, 2022 budget, and 2022 indirect cost allocation method. Such report must be provided on January 1 of each subsequent year in which the Agreement is to be renewed for any portion of that year.
 - b. The auditor's report must include a conclusion as to whether Contractor has substantially complied with the procedures required by this Attachment A in the calendar year that is concluding. If the report concludes that Contractor has not substantially complied, City will be entitled to terminate the Agreement for cause and to obtain reimbursement of Contractor's compensation to the extent that claims or categories of claims have been identified as excessive, unsupported by proper documentation, or unrelated to the Services.
 - c. If the auditor's report concludes that Contractor has substantially complied with the procedures required by this Attachment A but identifies where improvements in process or compliance are needed, Contractor will provide to City, within 30 days of receiving the auditor's final report, a written response outlining Contractor's plan to address any issues identified.
11. Additionally, City retains the right to retain an auditor or contract manager at its

own expense. If City retains an auditor or contract manager, Contractor will cooperate fully with all study or audit undertaken.

12. 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.

D. Additional Duties of Contractor

13. Contractor acknowledges, and agrees to comply with in all material respects, the Marion Superior Court grant policies and procedures. It is Contractor’s responsibility to obtain up-to-date information from the Marion Superior Court on its grant policies and procedures and inform City of any issues that may arise with respect to compliance with the grant policies and procedures.

14. Contractor acknowledges that obtaining all certifications, trainings, or approvals from the State of Indiana, the Indiana Supreme Court, and/or the Marion Superior Court that are necessary for all staff and volunteers to be appointed by the Marion Superior Court to provide GAL/CASA services is a prerequisite to its performance of the Agreement. With specific respect to certification by the Indiana Supreme Court as a prerequisite for receiving state GAL/CASA funds from the Marion Superior Court under Ind. Code § 33-24-6-4(e), Contractor will make all reasonable efforts to secure such certification promptly.

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 CITY

1. City will work with the Marion Superior Court to ensure the availability of funds 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 in accordance with the procedures outlined above and in accordance with the Budget set forth in Attachment B and any succeeding agreed-upon budgets.

2. City will 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 Contractor’s response. City will pay non-disputed expenses timely, within 30 days of receipt of the initial invoice.

3. City will 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. City will 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.

5. City, in cooperation with the Marion Superior Court, will 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).


ATTACHMENT B

BUDGET 1 - Kids' Voice builds own GAL/CASA program

Item	8 month cost	Quantity	8 month total
Annual Costs			
Supervising Attorneys - Salary	\$56,667	3	\$170,000
Attorneys - Salary	\$53,333	10	\$533,333
Transition Manager/Diversity & Inclusion/National CASA/Families First Legislation - Salary (ATTORNEY)	\$56,667	1	\$56,667
GAL Supervisors - Salary	\$50,000	7	\$350,000
Courtroom GALs - Salary	\$46,667	30	\$1,400,000
Social Workers/Educational Advocates - Salary	\$43,333	13	\$563,333
Supervising Paralegal - Salary	\$40,000	1	\$40,000
Paralegal - Average Salary	\$36,667	3	\$110,000
President/CEO - Salary (portion for contract)	\$40,000	1	\$40,000
CFO/Controller - Salary	\$66,667	1	\$66,667
Accounting Assistant	\$13,333	1	\$13,333
Development Director - Salary (portion for contract)	\$13,333	1	\$13,333
Director of Operations/HR (portion for contract) - Salary	\$40,000	1	\$40,000
Volunteer Coordinator Manager	\$48,000	1	\$48,000
Volunteer Engagement Specialist	\$42,667	1	\$42,667
Volunteer Training Specialist	\$42,667	1	\$42,667
Data and Administrative Assistants	\$26,667	2	\$53,333
Development/Grant and Data Assistant - Salary	\$40,000	1	\$40,000
Outreach/Marketing/Volunteer Engagement Assistant - Salary	\$40,000	1	\$40,000
PEO (payroll, HR, health benefits, benefit management, transition costs, 403b plan costs)	\$1,120	78	\$87,360
PEO implementation fee 1	\$83	78	\$6,500
Bar Memberships, AFCC/NACC Membership/ Certification Costs, Licensure Costs for SWs, Paralegals and Attorneys	\$367	78	\$28,600
Payroll Taxes	\$3,859	78	\$301,028
Cell Phone Reimbursement (\$50 per person per month)	\$2,600	12	\$31,200
Building Access Cards	\$40	14	\$560
Parking (until justice center opens - \$150/person)/mileage/gas cards	\$1,449	65	\$94,163
Rent (portion of current building and new building)	\$20,000	2	\$40,000
Depreciation on Computers/Other Equipment	\$400	78	\$31,200
IT Services ongoing and user fees	\$13,333	1	\$13,333
Internet (\$500/month) per building	\$4,000	2	\$8,000
Office Phone	\$197	78	\$15,392
Copiers	\$2,000	2	\$4,000
Office Supplies	\$16,667	2	\$33,333
Outreach/Media/Fundraising Costs - Volunteer Recruitment - Ongoing	\$66,667	1	\$66,667
Insurances for Business - Liability, Worker's Comp, D & O	\$6,667	1	\$6,667
Malpractice Insurance (78 staff + volunteers)	\$13,333	1	\$13,333
Audit/990/PP Return (CASA Portion)	\$16,667	1	\$16,667
Legal Research Database	\$600	25	\$15,000
Case Management Software	\$472	25	\$11,800
Training for staff and volunteers - continuing education in-house	\$20,000	1	\$20,000
Website hosting	\$667	1	\$667
Volunteer/Staff Screening and Background Checks	\$33	500	\$16,667
Conferences/Education (travel, lodging, meals and registration) - staff and volunteers	\$4,667	25	\$116,667
Credit Card & Banking Fees - if associated with contract	\$800	1	\$800
Kline's Water	\$333	2	\$667
Cleaning Services & Supplies	\$41,920	2	\$83,840
Shredding	\$280	2	\$560
Storage Unit - File Storage	\$2,000	1	\$2,000
In-house Chief Legal Council (CASA portion)	\$13,333	1	\$13,333
Interpretation and Translation Services	\$6,667	1	\$6,667
Adobe Software	\$120	25	\$3,000
Postage	\$1,200	1	\$1,200
Bloomerang/OneCause volunteer/supporter database and mass email software	\$4,000	1	\$4,000
Office Security	\$20,000	2	\$40,000
Contract Attorneys for Conflict Cases	\$6,667	2	\$13,333
403b Ongoing Fee (1/2 of 3.5% of 2.3 million under assets for 78 employees)	\$1,667	78	\$130,000
Miscellaneous/Unknown Costs	\$33,333	1	\$33,333
Office Furniture	\$2,515	78	\$196,196
Computers, keyboards, monitors, etc.	\$1,600	78	\$124,800
New Office buildout costs/moving costs	\$66,667	1	\$66,667
Outreach/Media/Fundraising Costs - Volunteer Recruitment- More in Year 1	\$66,667	1	\$66,667
403b Fee Setup Fee	\$1,667	1	\$1,667
Total			\$5,430,866

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: 4/29/2021
Printed: Lindsay Scott
Title: President/CEO
Company: KIDS' VOICE

AGENCY/DEPARTMENT

By:  Date: 4-29-2021
Printed: Lauren Rodriguez
Title: Director
Agency/Department: OPHS

APPROVED AS TO AVAILABILITY OF FUNDING

By:  Date: 04/29/21
Printed: Ken Clark
Title: Controller
Agency/Department: OFFICE OF FINANCE AND MANAGEMENT

APPROVED AS TO FORM AND LEGALITY

By:  *Rich McDermott*
ESIGN WITH KOPAX

Date: 4/29/2021

Printed: Richard McDermott

Title: Deputy Chief Counsel

Agency/Department: Office of Corporaton Counsel