

GRANT
AGREEMENT

Contract #20220023

This Grant Agreement ("Grant Agreement" or "Agreement"), entered into by and between Indiana Public Defender Commission ("PDCOM" or the "State") and Tippecanoe County (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source.

- A. Purpose. The purpose of this Grant Agreement is to enable the Indiana Department of Child Services ("DCS"), as allowed under federal fund matching, through its administrator, PDCOM, to reimburse Grantee for Grantee's eligible administrative costs of independent legal representation provided by county public defenders that represent parents whose children are a candidate for Title IV-E foster care or in foster care, to prepare for and participate in all stages of foster care legal proceedings, such as court hearings related to a child's removal from the home.

Grantee shall comply with all Title IV-E terms and conditions and all related laws, guidance, policies, and procedures, including but not limited to all statements, assurance, set forth in the Proposal submitted by PDCOM to DCS, which is incorporated herein, and ensure that the county or sub-recipient is subjected to the same audits and reimbursement requirements as PDCOM. Grantee shall submit a Reimbursement Request to PDCOM for review and approval, prior to payment of Grant Funds under this Grant Agreement.

- B. Funding Source. Reimbursement for the purpose of this Grant Agreement, as stated in Section 1.A. [Purpose] of this Agreement, is provided by DCS through the disbursements of the federal matching funds associated with this Grant Agreement and will be in compliance with section 474(a)(3) of the Social Security Act, 42 USC 674(a)(3)(B), and 45 CFR 1356.60(c) ("Grant Funds").
- C. The Grant Funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement. Grantee shall submit a Reimbursement Request to PDCOM for review and approval, prior to payment of Grant Funds under this Grant Agreement. The Grant Funds received by the Grantee pursuant to this Grant Agreement shall be used only to reimburse for the services described herein and in conformance with this Grant Agreement and for no other purpose.
- D. Administration. PDCOM has an agreement under Memorandum of Understanding, 00000000000000000040447 with DCS ("DCS and PDCOM MOU") and has been designated the administrator for DCS as it relates to the Grant Funds. Grantee shall ensure that it complies with all Title IV-E terms and conditions and all related laws, guidance, policies, and procedures, including but not limited to all statements, assurance, set forth in Section 1 [Purpose of this Grant Agreement; Funding Source], which is incorporated herein, and ensure that the county or sub-recipient is subjected to the same audits and reimbursement requirements as PDCOM. PDCOM is the administrator for these funds as PDCOM is the only state entity that, since 1989, has established standards for providing reimbursement to participating counties for public defense expenses.

2. Representations and Warranties of the Grantee. [Modified]

- A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant Funds and that the information set forth in its Reimbursement Request is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under

this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its Reimbursement Request.

- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee 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 the Grantee.

3. Implementation of and Reporting. [Modified]

- A. The Grantee shall implement and complete the Purpose as stated in Section 1 [Purpose of this Grant Agreement; Funding Source] in accordance with **the requirements of this Grant Agreement** and with the plans and specifications contained in its Reimbursement Request, which is incorporated by reference.
- B. The Grantee shall submit to the State written expense and caseload reports on a quarterly basis as well as a description of accomplishments and uses of the Title IV-E funds received through this grant on an annual basis.

4. Term.

This Grant Agreement commences on October 1, 2021 and shall remain in effect through December 31, 2022. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding. [Modified]

- A. The State shall provide grant funding as stated in Section 1 [Purpose of the Grant; Funding Source] and in this Section and based upon Grantee's Reimbursement Request.
- B. The State will reimburse Grantee for no more than the proper, IV-E reimbursable and IV-E allowable costs incurred by Grantee in conducting activities pursuant to this Agreement.
- C. When disbursing any funds under this Agreement, PDCOM will fully comply with all applicable state and federal laws, including, but not limited to section 474(a)(3) of the Social Security Act, 42 USC 674(a)(3)(B), and 45 CFR 1356.60(c).
- D. The disbursement of Grant Funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims. [Modified]

- A. Requests for payment will be processed only upon presentation of a Reimbursement Request and a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with Reimbursement Request detailing the work done under this Grant Agreement.
- B. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Purpose stated in Section 1 [Purpose of this Grant; Funding Source] of this agreement, as approved, notwithstanding any other provision of this Grant Agreement.
- C. Claims shall be submitted to the State within forty-five (45) calendar days following the end of the quarter in which eligible expenses were incurred. The State has the discretion, and reserves the

right, to REDUCE or NOT pay any claims submitted later than forty-five (45) calendar days following the end of the quarter in which the services were provided. All final claims and reports must be submitted to State within forty-five (45) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of State, be denied.

- D. Claims must be submitted with accompanying supportive documentation and required signatures as designated by the State, including the Reimbursement Request. Claims submitted without supportive documentation or required signatures will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Monitoring by the State. [Modified]

PDCOM shall monitor Grantee's compliance with Section 1 [Purpose of this Grant; Funding Source] of this Grant Agreement, Title IV-E requirements, and Grantee shall maintain records and supporting documentation reflecting that all Title IV-E terms and conditions are being met.

PDCOM may conduct on-site or off-site monitoring reviews during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the site and to relevant documentation to PDCOM or its authorized designees for the purpose of determining, among other things:

- A. whether activities under this Grant Agreement are consistent with those set forth in Section 1 [Purpose of this Grant; Funding Source] and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of funds expended, to date, to the Grantee are in conformity with the amounts allowed to be reimbursed under this Grant Agreement and that unpaid costs have been properly accrued;
- C. that Grantee's financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in required reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records. [Modified]

- A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost
- B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).
- C. Grantee shall provide the State with periodic reports and requests accompanied by all required documentation required to draw federal funds. Such reports and request for draws shall be submitted quarterly. These combined program and financial reports may be submitted with a claim and based upon the information needed to fulfil requirements of pre- and post-expenditure reports required by federal regulations and shall include all necessary details to complete the formula approved by DCS to determine a county's public defense, IV-E eligible expenses.
- D. Grantee shall participate in responding to and providing documentation as requested by the Indiana State Board of Accounts. Grantee shall include a certification with its reports confirming

that it is following all of its standard operating procedures related to monitoring compliance with Title IV-E terms.

- E. The certification referenced above shall be provided to the fiscal staff of PDCOM and must be accompanied by samples of work papers evidencing implementation of appropriate internal controls. PDCOM's standard audit and monitoring procedures will include collection and documentation of such certifications and any other measures it deems necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and terms and conditions of the funding.

9. Compliance with Laws.

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to DCS. A determination by DCS shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

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

G. As required by IC § 5-22-3-7:

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

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

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

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

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

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

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

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

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

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant 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 the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification.

As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

13. Funding Cancellation.

As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by

the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law.

This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards.

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

16. Insurance.

The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Reimbursement Request.

17. Nondiscrimination.

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

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. Notice to Parties.

Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Indiana Public Defender Commission
309 W Washington Street, Suite 501
Indianapolis, IN 46204
E-mail: information@pdcom.in.gov

B. Notices to the Grantee shall be sent to:

E-mail: _____

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

19. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) DCS and PDCOM MOU, (2) Requirements imposed by applicable federal or state law, including those identified in paragraph 24, below, (3) this Grant Agreement, (4) exhibits prepared by the State, (5) invitation to Apply for Grant Funds; (6) the Reimbursement Request; and (7) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record.

The Grantee acknowledges that the State will not treat this Grant as containing confidential information and the State will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach. [Modified]

- A. Failure to complete the Purpose of this Grant Agreement as set forth in Section 1 [Purpose of this Grant Agreement; Funding Source] and expend funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Purpose of this Grant Agreement as set forth in Section 1 [Purpose of this Grant Agreement; Funding Source] may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience.

Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work under this Grant Agreement performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel.

No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Federal and State Third-Party Contract Provisions. [Modified]

If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions as referenced above and incorporated fully herein.

25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. [Deleted]

26. State Boilerplate Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the 2021 OAG/ IDOA *Professional Services Contract Manual* or the 2021 *SCM Template*) in any way except as follows:

- 2. Representations and Warranties of the Grantee [Modified];**
- 3. Implementation of and Reporting [Modified];**
- 5. Grant Funding [Modified];**
- 6. Payment of Claims [Modified];**
- 7. Project Monitoring by the State [Modified];**
- 8. Compliance with Audit and Reporting Requirements; Maintenance of Records [Modified];**
- 21. Termination for Breach. [Modified]**
- 24. Federal and State Third-Party Contract Provisions [Modified]; and**
- 25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties [Deleted].**

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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Public Defender Commission.

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

[Grantee: Chief PD/PD Bd. Chair/Judge if no Board] [PDCOM]

Stephanie Lalani

Name and Title, Printed

Stephanie Lalani, Fiscal Analyst/Program Administrator

Date: _____

Date: 02/23/2022

[Acknowledged: County Auditor]

By: _____

Name and Title, Printed

Date: _____