

PROFESSIONAL SERVICES CONTRACT

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CONTRACT BETWEEN THE FSSA AND THE PROSECUTING ATTORNEY

This Contract (the "Contract"), is entered into by and between the **Indiana Family & Social Services Administration, Division of Aging** ("FSSA" or "the State"), the **Prosecuting Attorney of Vigo County** (the "Prosecuting Attorney"), and the **Board of County Commissioners of Vigo County** (the "Commissioners") as the fiscal agent for the Prosecuting Attorney.

Whereas, Ind. Code § 12-10-3-7 provides that "[t]he division [of Aging] shall provide coverage for the [adult protective] services required in each county under this chapter and may contract with . . . a prosecuting attorney." This Contract is executed pursuant to Ind. Code § 12-10-3-7 and the terms and conditions set forth herein for the provision of adult protective services ("APS") unit for **Vigo County** (the "Designated Service Area") to include intervention, investigation, and resolution of cases involving abuse, neglect or exploitation of endangered adults.

In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties.

A. The Prosecuting Attorney shall be the County's APS unit defined in Ind. Code § 12-10-3-1 and shall provide the services set forth in Ind. Code §§ 12-10-3-8, 12-10-3-17, 12-10-3-18, 12-10-3-20, 12-10-3-21, and 12-10-3-26.

B. As required by Inc. Code § 12-10-3-7, the Prosecuting Attorney shall follow the notification provisions described in Ind. Code § 12-10-3-21(4) and Ind. Code § 12-10-3-28(b)(5).

C. The Parties agree to implement the delivery of APS as set out in Indiana Code § 12-10-3 and 455 I.A.C. 1-2. The duties of the Prosecuting Attorney are set forth in **Exhibit A**, attached hereto and incorporated fully herein. The duties of the FSSA are set forth in **Exhibit B**, attached hereto and incorporated fully herein.

2. Consideration. The FSSA agrees to award **\$256,676.52** to the Prosecuting Attorney through the Board of County Commissioners, as detailed in the projected budget set forth in **Exhibit C** and attached hereto and incorporated fully herein, for the maintenance or establishment of an APS unit within the Designated Service Area as set forth in the Contract for the state fiscal year beginning **July 1, 2019**. The award to the Prosecuting Attorney is based on claim reimbursements, made on a monthly basis, for permissible goods, expenses, and services related to the delivery of APS as outlined in this Contract. The total remuneration under this Contract shall not exceed **\$256,676.52**. The consideration to the FSSA is in the form of the supervision of APS personnel and the delivery of APS to Indiana's citizens. The Prosecuting Attorney shall make no further claim for compensation in the absence of a prior written approval and amendment executed by all signatories hereto. Should the Indiana General Assembly appropriate additional funding or should the FSSA secure additional funding in furtherance of this Contract, to include operations and personnel funding, the Parties agree to apply the additional funding as directed by the Indiana General Assembly or the FSSA. In the event additional funding is secured the state's contract amendment process will be followed.

3. Term. This Contract shall be effective for a period of **one (1) year**. It shall commence on **July 1, 2019** and shall remain in effect through **June 30, 2020**.

4. Separateness of Contracts between the Parties. The parties acknowledge and agree that this contract for professional services is specific to the provision of APS. The existence or status of any one grant, contract, or memorandum of understanding (MOU) between the FSSA or another State agency and the Prosecuting Attorney or between the FSSA and **Vigo County** shall have no impact on this contract and the execution or performance of any other grant, contract, or MOU and shall not form the basis for termination of any other contract by either party.

5. Access to Records. The Prosecuting Attorney and its subcontractors and other designated county employees, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. Such materials shall be available at its office at all reasonable times during this Contract term, and for three (3) years from the termination date, for inspection by the State Board of Accounts. Copies shall be furnished at no cost to the FSSA, if requested.

6. Assignment; Successors. The parties bind their successors, and agents to all the terms and conditions of this Contract. The Prosecuting Attorney shall not assign or subcontract the whole or any part of this Contract without the FSSA's prior written consent. The Prosecuting Attorney may assign its right to receive payments to such third parties as the Prosecuting Attorney may desire without the prior written consent of the FSSA, provided that the Prosecuting Attorney gives written notice (including evidence of such assignment) to the FSSA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

7. Audits. The Prosecuting Attorney acknowledges that it may be required to submit to an audit of funds paid through this Contract if requested by the FSSA. Any such audit shall be conducted in accordance with Ind. Code § 5-11 and audit guidelines specified by the State Board of Accounts.

8. Authority to Bind the Prosecuting Attorney. Not used by agreement of the parties.

9. Compliance with Laws.

A. The Prosecuting Attorney 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 of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the Prosecuting Attorney and the FSSA to determine whether the provisions of this Contract require formal modification.

B. Concerns business relationship with the State. **Not used by agreement of the parties.**

C. Concerns back taxes. **Not used by agreement of the parties.**

D. Concerns pending criminal charges. **Not used by agreement of the parties.**

E. Concerns delays in work. **Not used by agreement of the parties.**

F. The Prosecuting Attorney warrants that the Prosecuting Attorney and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the FSSA. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the FSSA.

G. Concerns financial liability. **Not used by agreement of the parties.**

H. Concerns telephone solicitations. **Not used by agreement of the parties.**

10. Confidentiality of Data, Property Rights in Products, Copyright Prohibition and Ownership of Documents and Materials.

A. Publication and dissemination of the program results are of fundamental importance to both the FSSA and the Prosecuting Attorney. The Parties are free to publish non-identifying, statistical data in academic journals, present at symposia, or use any results arising out of the performance of this Contract for their own internal instructional and research, or publication (*i.e.* conference presentations; newsletters) objectives. Any publications or presentations referencing the Parties shall be made in accordance with Ind. Code § 12-10-3-13.

B. The Parties agree that all information, data, findings, recommendations, proposals, by whatever name described and in whatever form secured, developed, written or produced by the Prosecuting Attorney in furtherance of this Contract shall be available to the FSSA for its use and distribution at its discretion without additional charge to the FSSA. The Prosecuting Attorney shall take such action as is necessary under law to preserve such rights in and of the FSSA while such property is within the control and/or custody of the Prosecuting Attorney.

C. Use of these materials, other than related to Contract performance by the Prosecuting Attorney, that includes any reference to the FSSA, without the prior written consent of the FSSA, is prohibited. For any purposes outside those contemplated by this Contract, and for which the FSSA's participation will be referenced, the FSSA shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the Agency Head or his/her designee. The FSSA shall have sixty (60) days to review such requests and will respond in writing to the Prosecuting Attorney. If the FSSA has not responded within sixty (60) days, the request will be deemed approved.

D. Concerns commercial licenses. **Not used by agreement of the parties.**

11. Confidentiality of Information. The Parties understand and agree that data, materials, and information obtained through the execution of this Contract or through an investigation or a criminal prosecution may contain confidential and protected information. Therefore, except to the extent required by the Indiana Access to Public Records Act, Ind. Code § 5-14-3, the Parties covenant that data, material and information gathered, based upon or disclosed by the Parties for the purpose of this Contract, and specifically identified as confidential information, will not be disclosed to or discussed with third parties without the prior written consent of the Parties or as otherwise required in the course of an investigation or the procurement of services for endangered adults. All reports made pursuant to this Contract are subject to the confidentiality provisions set for in Ind. Code § 12-10-3-15.

12. Debarment and Suspension. First paragraph. Not used by agreement of the parties. The Prosecuting Attorney certifies that it has verified the suspension and debarment status for all subcontractors, if any, directly receiving funds under this Contract and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Prosecuting Attorney shall immediately notify the FSSA if any subcontractor becomes debarred or suspended, and shall, at the FSSA's request, take all steps required by the FSSA to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

13. Default by FSSA. If the FSSA, sixty (60) days after receipt of written notice, fails to correct or cure any breach of this Contract, the Prosecuting Attorney may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

14. Disputes

A. Should any disputes arise with respect to this Contract, the Prosecuting Attorney and the

FSSA agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Prosecuting Attorney agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Prosecuting Attorney fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the FSSA or the Prosecuting Attorney as a result of such failure to proceed shall be borne by the Prosecuting Attorney, and the Prosecuting Attorney shall make no claim against the FSSA for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration (IDOA) for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The FSSA may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the FSSA to the Prosecuting Attorney of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Prosecuting Attorney to terminate this Contract.

E. With the written approval of the Commissioner of the IDOA, the parties may agree to forego the process described in sub-section C relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of Ind. Code § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the Prosecuting Attorney or the FSSA as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the Prosecuting Attorney or the FSSA should be processed consistent with Ind. Code § 4-6-2-11, which requires approval of the Governor and Attorney General.

15. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

16. Termination for Convenience. This Contract may be terminated, in whole or in part, by the FSSA, which shall include and is not limited to IDOA and the State Budget Agency whenever, for

any reason, the FSSA determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Prosecuting Attorney of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Prosecuting Attorney shall be compensated for services properly rendered prior to the effective date of termination. The FSSA will not be liable for services performed after the effective date of termination. The Prosecuting Attorney shall be compensated for services herein provided but in no case shall total payment made to the Prosecuting Attorney exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

17. Termination for Default.

A. With the provision of thirty (30) days' notice to the Prosecuting Attorney, the FSSA may terminate this Contract in whole or in part if the Prosecuting Attorney fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the FSSA determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the FSSA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the FSSA considers appropriate, supplies or services similar to those terminated. However, the Prosecuting Attorney shall continue the work not terminated.

C. The FSSA shall pay the contract price for completed supplies delivered and services accepted. The Prosecuting Attorney and the FSSA shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The FSSA may withhold from these amounts any sum the FSSA determines to be necessary to protect the FSSA against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the FSSA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

18. Funding Cancellation. 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 Contract, this Contract 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.

19. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana.

20. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Prosecuting Attorney covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

21. FERPA Compliance. Not used by agreement of the parties.

22. Independent Prosecuting Attorney; Workers' Compensation. The Prosecuting Attorney is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors, if any, of the other party.

23. Information Technology Accessibility. The FSSA agrees that all hardware, software, and services provided by it in support of this Contract shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d) and Ind. Code § 4-13.1-3.

24. Minority and Women's Business Enterprises Compliance. Not used by agreement of the parties.

25. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. §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 Prosecuting Attorney covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract 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's 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, the Prosecuting Attorney certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the FSSA and any applicant or employee of the Prosecuting Attorney or any subcontractor.

The Prosecuting Attorney understands that the FSSA is a recipient of federal funds, and therefore, where applicable, the Prosecuting Attorney, its subcontractors, if any, agree to 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, which are incorporated herein by specific reference.

26. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the FSSA shall be sent to:

Director
FSSA/ Division of Aging
402 W. Washington Street, Room W454
Indianapolis, IN 46204

Executive Director, APS FSSA/ Division of Aging
402 W. Washington Street, Room W454
Indianapolis, IN 46204

B. Notices to the Prosecuting Attorney shall be sent to:

Vigo County Prosecutor
33 South Third Street
Terre Haute, IN 47807

Vigo County Board of County Commissioners
650 1st Street
Terre Haute, IN 47807

As required by Ind. Code§4-13-2-14.8, payments to the Commissioners (as the fiscal agent) shall be made via electronic funds transfer in accordance with instructions filed by the Prosecuting Attorney with the Indiana Auditor of State.

27. Payments.

- A. Unless otherwise authorized by statute and agreed to in this Contract, all payments shall be made 35 calendar days in arrears in conformance with State fiscal policies and procedures and, as required by Ind. Code§4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Commissioners, as fiscal agent, in writing. If advance payment of a portion of the funds is permitted by statute, and the State agrees to provide such advance payment, it shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, the Prosecuting Attorney shall provide the FSSA with a reconciliation of those expenditures.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the IDOA. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state and/or local funds by program budget line items.
- C. Invoices should be submitted each calendar month for any not previously claimed deliverables. All final claims and reports must be submitted to the State within Sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on or before the 30th of every month. If Contract funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Contract funds must be returned to the State.
- D. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Prosecuting Attorney and not processed for payment. Failure to comply with the provisions of this Contract may result in the denial of a claim for payment.

28. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

29. Taxes. The Prosecuting Attorney and the FSSA are exempt from state, federal and local taxes. Neither party will be responsible for any taxes levied on the party as a result of this Contract.

30. Indiana Veteran's Business Enterprise Compliance. Not used by agreement of the parties.

31. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right

32. Work Standards. Not used by agreement of the parties.

33. State Boilerplate Affirmation Clause. This contract is based on the current template in use between the State and State Institutes of Higher Education. The Parties affirm they have not altered, modified or changed the State's Boilerplate contract clauses (as defined in the 2018 OAG/IDOA Professional Services Contract Manual) in any way except as follows and except for

the following clauses: References to assignees have been deleted throughout; references to funding have been deleted throughout, unless in reference to *ad hoc* expenses and funds outside the Contract [Funding Cancellation, paragraph 18, remains]; Paragraph 7: deleted reference to 2 C.F.R. 200; Paragraph 11 was modified as most information will be obtained by the Prosecuting Attorney; Paragraph 19: deleted "without regard to its conflict of laws rules" and "[s]uit, if any must be brought in the State of Indiana."; Paragraph 22 was modified as the Prosecuting Attorney does not provide unemployment and workers' compensation insurance; Paragraph 23 was modified to reflect that the FSSA will be providing compliant software and hardware; Paragraph 29 was modified as neither party is liable for taxes.

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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment 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 Ind. Code § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in Ind. Code § 4-2-6-10.5.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. 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 Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

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

Vigo County Prosecuting Attorney

Indiana Family and Social Services Administration,
Division of Aging

By:

By:

Title:

Title:

Date:

Date:

Vigo County Board of County Commissioners

By:

Title: Brad Anderson, President Vigo Co. Comm.

Date: 8-6-19

Electronically Approved by: Department of Administration By: (for) Lesley A. Crane, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	<i>Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on May 16, 2019. FA 19-17</i>
Electronically Approved by: State Budget Agency By: (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved as to Form and Legality: Office of the Attorney General By: (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>

EXHIBIT A

Duties of the County Prosecuting Attorney ("Prosecuting Attorney")

Pursuant to Indiana Code §12-10-3-7, the Indiana Family and Social Services Administration (FSSA) shall provide coverage for the services required for adult protective services (APS). Protective services are "available medical, psychiatric, residential, and social services that are necessary to protect the health or safety of an endangered adult." IC §12-10-3-5. The FSSA enters into this contract with the Prosecuting Attorney to act on the FSSA's behalf to fulfill the requirements of IC §12-10-3-7 and 455 Indiana Administrative Code 1-2, as detailed in this document.

A. Purpose.

1. The Prosecuting Attorney shall maintain or establish and supervise an APS unit within the designated service area, as set forth in the contract to ensure:
 - a. Initiation of consistent and efficient procedures to protect the endangered adult through intake, investigation, protective services, care planning and the facilitation of medical, social service, legal, economic and other supportive services, whereby the least restrictive protective services necessary will be made available to the endangered adult.
 - b. Procurement and facilitation of emergency services and housing when an endangered adult is in a "life threatening emergency," as defined by IC §12-10-3-2 and IC §12-10-3-4, and requires APS intervention.
 - c. Monitoring of protective services provided to an endangered adult to determine the implementation and effectiveness of the services.
 - d. Establishment and implementation of a consultation and review process between the investigator and the unit director, and documentation in the case file, at the following key case decision points: case assignment, investigation planning, determination of findings, service planning, legal intervention, and case closure as appropriate in the individual case.

B. Staffing.

1. The Prosecuting Attorney agrees to provide a minimum of one (1) full-time equivalent APS investigator to investigate complaints, reports and referrals of alleged battery, neglect or exploitation of endangered adults, as those terms are defined in I.C. chp.12-10-3. If the Prosecuting Attorney employs more than one APS investigator, the Prosecuting Attorney shall designate one (1) investigator as the APS unit director responsible for unit administration and supervision of assigned APS staff.
2. The Prosecuting Attorney shall designate a point of contact, in writing, and if no point of contact is specified the unit director will serve as the FSSA's point of contact regarding adult protective services issues. This designation authorizes the point of contact to speak for and make recommendations on behalf of the Prosecuting Attorney, to participate in collaborative working groups with the FSSA to improve APS policy, processes and technology. At the option of the Prosecuting Attorney, Prosecuting Attorneys will be copied on APS emails.
3. The Prosecuting Attorney shall ensure that all APS staff are employees of the Prosecuting Attorney's Office.
4. Only APS unit directors, APS investigators, data intake specialists, APS case monitors, or attorneys performing APS services will be funded by this Agreement. No other type of staff function will be funded by this contract without the express written consent of the Executive Director, Division of Aging.
5. The Prosecuting Attorney shall establish, in writing, the cost allocation for all shared employees.
 - a. A shared employee is one who splits the employee's time between APS duties and other duties within the county prosecutor's office.

- b. The cost allocation will document the basis for the allocation. The basis is the average hours per week devoted to APS tasks. For example, if an administrative assistant or deputy prosecutor is a full-time employee, and is devoting an average of twenty (20) hours per week to APS tasks, 50% of the employee's salary can come from the APS account.
- c. Proper cost allocation is subject to FSSA audit.

C. Duties.

1. The Prosecuting Attorney will perform, in good faith, the duties under IC §12-10-3-8 and 455 IAC 1-2-5.
2. The Prosecuting Attorney, in compliance with IC §12-10-3-7(b), will abide by the notification provisions provided in IC §12-10-3-21(4) and IC §12-10-3-28(b)(5) pertaining to a petition for an emergency protective order for an alleged endangered adult or a petition to require an alleged endangered adult to receive protective services.
3. The Prosecuting Attorney will comply with all statements, assurances and provisions set forth in any request for proposal, plan, budget, or other documents submitted and approved by the State for the purposes of obtaining funding under this Agreement.
4. The Prosecuting Attorney shall require all investigators to carry photo identification with the county prosecutor's signature for the purpose of public identification with the Adult Protective Services program. Identification cards are available upon request from the Indiana Prosecuting Attorneys Council.
5. The APS staff will participate in training held by the State APS Program. The FSSA shall provide notification of any planned training to APS staff ninety (90) day prior to the training, at minimum.
6. The Prosecuting Attorney shall ensure that data entry, relative to investigations and calls for service concerning battery, neglect and exploitation, are entered into the FSSA's prescribed computer software management system in accordance with prescribed guidelines and entered within seventy-two (72) hours after determining whether the status of the case is substantiated or unsubstantiated.
7. The Prosecuting Attorney shall submit to an audit as requested by FSSA of funds paid through this Contract, and shall make all books, accounting records and other documents, excluding confidential criminal investigation/justice information, available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the FSSA or its authorized designee. Copies shall be furnished to the FSSA at no cost. All case files shall remain confidential and within the prosecutor's office.

D. Emergency Services and Housing.

1. The Prosecuting Attorney will, as emergency funds allow, facilitate emergency services and housing to be provided to endangered adults in a "life threatening emergency," as defined in IC §12-10-3-2 and IC §12-10-3-4, and including but not limited to the following: legal services, transportation, food, clothing, utilities, physical or psychological evaluations, environmental modifications, pest control, and temporary placement in a nursing or residential care facility or motel.
2. Emergency funds shall be used exclusively for emergency services and housing.

E. Information Technology and Communications.

8. The Prosecuting Attorney will provide all APS staff internet access capabilities, including computer hardware and software necessary to provide computer network

capabilities.

9. The Prosecuting Attorney will provide a telephone/answering system to receive reports of suspected neglect, battery or exploitation to prevent missing "reports of abuse, neglect or exploitation" calls.

F. Program Monitoring by the State.

- The FSSA may conduct on-site or off-site monitoring reviews of the Program during the term of this Agreement and for up to 90 calendar days after it expires or is otherwise terminated. The Prosecuting Attorney shall extend its full cooperation and give full access to the Program site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:
 - Whether Program activities are consistent with those set forth in paragraph 1, Purpose of the Agreement, Funds, and the terms and conditions of the Agreement;
 - The actual expenditure of state, local and/or private funds expended to date on the Program is in conformity with the amounts for each Budget line item as set forth in **Exhibit C** and that unpaid costs have been properly accrued; and
 - The Prosecuting Attorney's, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement.

EXHIBIT B

Duties of the Indiana Family & Social Services Administration, Division of Aging ("FSSA") Pursuant to Indiana Code § 12-10-3-7, the Indiana Family and Social Services Administration (FSSA) shall provide coverage for the services required for adult protective services (APS). Protective services are "available medical, psychiatric, residential, and social services that are necessary to protect the health or safety of an endangered adult." Ind. Code § 12-10-3-5. The FSSA enters into this contract with the Prosecuting Attorney to act on the FSSA's behalf as the APS entity for the Designated Service Area to fulfill the requirements of Ind. Code § 12-10-3-7 and 455 IAC 1-2, as detailed in this Exhibit.

A. Purpose.

1. The FSSA will administer the APS program in partnership with the APS Hub Prosecutors, the Indiana Prosecuting Attorneys Council, and other stakeholders.

B. Duties.

1. The FSSA will perform the duties required of it under Ind. Code § 12-10-3-8 and 455 IAC 1-2-4.
2. The FSSA will assist with maintaining the program's compliance with applicable state and federal standards.
3. The FSSA will maintain an office for APS within its Division of Aging with its Director serving as the primary point of contact for the Prosecuting Attorney and his/her APS unit staff.
4. The FSSA will provide training and technical assistance relevant to the delivery of APS and designed to ensure APS personnel have the most current information available on investigatory techniques, resources to assist endangered adults, and other matters affecting Indiana's adult population and the delivery of APS, pursuant to 455 IAC 1-2-4(4).
5. The FSSA will maintain a statewide toll-free telephone line that is open to receive reports of suspected neglect, battery, or exploitation twenty-four (24) hours a day, seven (7) days a week, pursuant to Ind. Code § 12-10-3-12(1).
 - a. The FSSA will ensure individuals who take reports through the statewide toll-free telephone line are trained to recognize neglect, battery, or exploitation; and,
 - b. The FSSA will ensure, when neglect, battery, or exploitation are suspected, that, notwithstanding Ind. Code § 12-10-3-18, all available information on the incident will be transferred as soon as possible to the Prosecuting Attorney and his/her APS unit staff.
6. Based on data submitted to the FSSA related to emergency placement services, FSSA will reimburse the APS Program 50% of the Program's total Medicaid eligible expenses through federal Medicaid reimbursements, pursuant to 42 CFR 433.15.
7. The FSSA will coordinate with the Prosecuting Attorney and his/her APS unit staff and provide information needed regarding the placement and care of endangered adults necessary for the Prosecuting Attorney to fulfill his/her obligations under this agreement, pursuant to I.C. § 12-10-3-8(2)(B).
8. The FSSA will coordinate with and enter into agreements, when appropriate, with other Indiana state and local agencies to ensure services are in place so the Prosecuting Attorney may fulfill his/her obligations under this agreement, pursuant to 455 IAC 1-2-3.
9. The FSSA shall provide non-identifying statistical reports to assist the Prosecuting Attorney and APS unit staff in tracking and monitoring APS cases, pursuant to Ind. Code § 12-10-3-13.
10. The FSSA, in collaboration with the Indiana Prosecuting Attorneys Council, shall establish performance standards and time periods for the performance of APS unit duties that align with what is reasonably necessary to measure program outcomes and to meet state and federal requirements, pursuant to Ind. Code § 12-10-3-12(2) and 455 IAC 1-2-4 (2).

11. The FSSA will defer to the decision of the Prosecuting Attorney with respect to those matters addressed in I.C. §§ 12-10-3-20, 12-10-3-27 (injunctions), 12-10-3-21 (involuntary protective services), and 12-3-10-28 (emergency protective orders).

12. The FSSA acknowledges that the Prosecuting Attorneys are bound by the Indiana Rules of Professional Conduct, such as those regarding extrajudicial statements.

13. The FSSA may conduct on-site or off-site monitoring reviews of the program during the term of the agreement and for up to 90 calendar days after it has expired or is otherwise terminated. The purpose of the review is to determine, among other things:

- a. Whether program activities are consistent with program purpose, funding applicability, and the terms and conditions of this Contract
- b. Actual expenditures of state and local funds expended to date on the program are in conformity with the amounts for each Budget line item set forth in **Exhibit C** and that unpaid costs have been properly accrued; and
- c. The Prosecuting Attorney's, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement

EXHIBIT C - Budget

VIGO COUNTY COMMISSIONER

Item Description	Start Date	End Date	Unit of Measure	Total
SFY 20 Adult Protective Services*	7/1/2019	6/30/2020	Actual Cost	\$ 234,356.82
SFY 20 Emergency Services & Housing	7/1/2019	6/30/2020	Actual Cost	\$ 22,319.70
Total				256,676.52

* Maximum allowable total for SFY 20 Adult Protective Services