

Mark W. Rutherford, Chairman  
Indianapolis

Richard Bray  
Martinsville  
Bernice Corley  
Indianapolis

Hon. Mary Ellen Diekhoff  
Bloomington

Hon. Kelsey B. Hanlon  
Spencer

Representative Ragen Hatcher  
Gary

309 W Washington Street Suite 501 • Indianapolis, IN 46204

# Public Defender Commission



David J. Hensel  
Indianapolis  
Senator Eric Koch  
Bedford

Representative Ryan Lauer  
Columbus

Hon. Steven P. Meyer  
Lafayette

Senator Gregory G. Taylor  
Indianapolis

[www.in.gov/publicdefender](http://www.in.gov/publicdefender) • ph 317-233-6908

January 19, 2022

**Grantee:** Vigo County, Public Defender Office  
**Grant Number:** System Navigator Pilot Grant Award  
**Grant Period:** January 19, 2022 – December 31, 2023  
**Date of Award:** January 19, 2022  
**Award Amount:** \$460,802.00

The Public Defender Commission ("PDCOM") has awarded the Vigo County, Public Defender Office ("Grantee") funds for the purpose and scope described in the attached Grant Agreement. By signing this grant award, the Grantee agrees that the funds will be spent in the manner described in the Grant Agreement and the conditions set forth in this award letter.

Payment of grant funds from PDCOM to the county will be made quarterly and adjusted based upon the fourth quarter financial report after its submission. The financial report form shall be provided to the county for completion by PDCOM and funds shall be paid to the county after receipt of the quarterly financial report form.

As a condition of the Grant Agreement, the Grantee agrees to submit a narrative, performance measures, and financial reports to PDCOM as directed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Derrick A. Mason".

Derrick A. Mason  
Director & Chief Counsel

## SYSTEM NAVIGATOR PILOT GRANT AGREEMENT

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

### 1. Purpose of this Grant Agreement; Grant Funds.

A. The purpose of this Grant Agreement is to enable PDCOM to award a grant, in an amount to be determined by PDCOM and specified in the Grant Award Letter that is hereby incorporated fully by reference, to the Grantee for eligible costs of the pilot ("Pilot") described in the Grant Description (**Exhibit A**) which is attached to this Grant Agreement and also incorporated fully by reference.

B. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement, Grant Description, and the Approved Project Budget (**Exhibit B**) and in conformance with any applicable Indiana Code provisions, as well as any applicable rules or policies established by PDCOM. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

### 2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to PDCOM that it is eligible to receive these Grant funds and that the information set forth in the Grant Description and Budget 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 that either it was ineligible to receive the funds, or it made any material misrepresentation on its Grant Description or budget.

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, 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 on the Project.

A. The Grantee shall implement and complete the Project in accordance with the plans and specifications contained in **Exhibit A**. Any modification of the Project from the description given in **Exhibit A** shall require prior written approval from PDCOM.

B. The Grantee shall submit to PDCOM written progress and financial reports until the completion of the Project. These reports shall be submitted in accordance with the requirements set forth in **Exhibit B** and shall contain such detail of progress and financing on the Project as is requested by PDCOM.

**4. Term.** This Grant Agreement commences on December 13, 202 and shall remain in effect through December 31, 2023. Any funds that are not expended in accordance with this Grant Agreement by December 31, 2023, must be returned to PDCOM.

**5. Grant Funding.** Grantee explicitly covenants that it shall promptly repay to PDCOM all funds not spent in conformance with this Grant Agreement.

A. PDCOM shall fund this grant during its Term and all grant funds must be spent no later than December 31, 2023. The Approved Project Budget is set forth within **Exhibit B**. The Grantee shall not make substantial modifications to any line item in the Approved Project Budget without the prior written consent of PDCOM.

B. 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 PDCOM and this Grant Agreement has been fully authorized by PDCOM.

## **6. Payment of Grant.**

A. PDCOM agrees to provide advance payment of awarded grant funds on a quarterly basis following execution of this Grant Agreement. PDCOM payment shall be made quarterly pursuant to the description in the grant award letter. Payment shall be made no earlier than thirty-five (35) days in arrears of execution of this Grant Agreement in conformance with State fiscal policies and procedures. As required by IC 4-13-2-14.8, payment shall be direct deposited by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. PDCOM may require evidence furnished by the Grantee that substantial progress has been made toward the Project at any point during and after the grant Term.

**7. Project Monitoring by PDCOM.** PDCOM may conduct on-site or off-site monitoring reviews of the Project 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 Project site and to relevant documentation to PDCOM or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in the terms and conditions of this Grant Agreement, the Grant Description in **Exhibit A**, and the Approved Project Budget in **Exhibit B**;
- B. the actual expenditure of state funds expended to date on the Project is in conformity with amounts for each budget line item as contained in **Exhibit B**;
- C. The Grantee is making timely progress with the Project, and its project management, 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 Project reports submitted to PDCOM.

**8. Audits and Maintenance of Records.** The Grantee may be required to 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 PDCOM or its authorized designee. Copies shall be furnished to PDCOM at no cost.

## **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 PDCOM 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 of Indiana 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 this Grant, the Grantee shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Grant. If the Grantee or its agents violate any applicable ethical standards, the PDCOM may, in its sole discretion, terminate this Grant Agreement 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 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 PDCOM of any such actions. During the term of such actions, the Grantee agrees that PDCOM may suspend funding for the Project.

D. 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 PDCOM. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of future grant opportunities with PDCOM.

**10. Funding Cancellation.** When the Director and Chief Counsel of the Public Defender Commission, makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, the Grant Agreement shall be canceled. A determination by the Director & Chief Counsel that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement shall be final and conclusive.

**11. Governing Law.** This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana. Suit, if any, must be brought in the State of Indiana.

**12. Notice to Parties.** Whenever any notice, statement or other communication is required under this Grant Agreement, it shall be sent by emailed as directed in the Grant Description.

**13. Order of Precedence.** Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law; (2) this Grant Agreement; (3) Invitation to Apply for Grant; and (4) the Grant Description.

**14. Termination.** This Grant Agreement may be terminated, in whole or in part, by PDCOM whenever, for any reason, PDCOM determines that such termination is in the best interest of PDCOM. Termination shall be affected by delivery to the Grantee of a Termination Notice, specifying effective date of termination and extent of termination. The Grantee may use grant funds for completion of approved Project expenditures properly done prior to the effective date of termination. PDCOM will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant. The Grantee explicitly covenants that it shall promptly repay to PDCOM all unused grant funds upon termination of the Grant Agreement.

### **Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is a properly authorized representative, agent, member or officer of the Grantee to enter into this Grant Agreement. 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.

**In Witness Whereof,** Grantee and PDCOM 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**

BY: \_\_\_\_\_  
Vigo County Chief PD (or assignee)  
Date: \_\_\_\_\_

#### **PUBLIC DEFENDER COMMISSION**

BY: Derrick A. Mason (electronic)  
Derrick A. Mason, Director & Chief Counsel  
DATE: 1/19/2022

## EXHIBIT A: PDCOM Vigo System Navigator Grant Description

### **Purpose and Availability of Funds**

With funds provided by the Indiana General Assembly for “At-Risk Youth and Families” the Public Defender Commission is funding pilots that serve at-risk youth and families and impacts public defense in Indiana in conjunction with comprehensive data collection and reporting. This particular program shall provide for up to two employees, who are experienced in the Department of Child Services CHINS/TPR processes, services providers, court, and CASA programs to assist parents in navigating those entities and enhance effective communication between the public defenders and their clients. The grant shall cover all associated costs for the navigators and personnel costs related to entering and maintaining a robust data collection and reporting system.

### **Award Period and Reporting Requirements**

Grant funds will be awarded from the date of inception through December 31, 2023 on a quarterly basis. Recipients must submit a quarterly budget report to PDCOM in order to initiate the next quarter’s payment.

The Grantee agrees to collect and report data as prescribed by PDCOM for both Children in Need of Services and Termination of Parental Rights cases that have access to a system navigator and those that do not. The Grantee agrees to establish and maintain a control group as prescribed by PDCOM. PDCOM will not require personally identifying, client confidential information to be submitted.

Recipients may be asked to submit additional information to PDCOM in between reporting periods.

## EXHIBIT B

**CREATION OF FUND/ACCOUNT LINES(S)**  
**with ADDITIONAL APPROPRIATION(S) *(if needed)***

DEPARTMENT: Vigo County Public Defender Office

TODAY'S DATE 1/13/2022

FUND NAME: System Navigator Grant

FUND: \_\_\_\_\_

LOCATION: \_\_\_\_\_

ACCOUNT NUMBERS(S)	ACCOUNT DESCRIPTION(S)		APPROPRIATION(S)
10010	Family Advocate	\$62,400/yr	\$124,800
10010	Clinical Social Worker	\$70,000/yr	\$140,000
10010	Longevity		\$200
15210	FICA		\$20,275
15220	PERF		\$37,630
15230	Insurance		\$94,245
10010	Phone Stipends \$1,200/ a piece – per year x 2		\$4,800
15210	FICA		\$370
15230	PERF		\$682
21000	Office Supplies		\$500
33300	Contractual Services (Part Time)		\$30,000
37650	Ed, Counseling & Training		\$2,200
44510	Equipment New		\$3,800
44520	System Hardware		\$1,000
	Malpractice Insurance		\$300
	GRAND TOTAL:		\$460,802