

## AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into this 10<sup>th</sup> day of Dec., 2019, (the effective date), by and between Dossett Consulting, LLC., (hereinafter "Consultant"), and Vigo County, Indiana, (hereinafter "Client"). The parties hereto, in consideration of mutual promises and covenants, agree as follows:

- (1) Scope of Services. Consultant shall perform in a professional manner the services as detailed in Exhibit A.
- (2) Term. This Agreement shall commence on the effective date and shall continue in full force and effect until such time as either party terminates this agreement with a thirty (30) day written notice.
- (3) Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, incorporated herein by reference as if fully set forth as part of this Agreement.
- (4) Termination. Client or Consultant may terminate this Agreement for any reason upon thirty (30) days prior written notice to Consultant or Client. Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.

Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all goods and/or services provided to, and accepted by, Client under this Agreement, or any amendment thereto, as of the effective date of the Agreement. In no event shall the making of any payment to Consultant constitute or be construed as a waiver by Client or shall in no way impair or prejudice any right or remedy available to Client.

- (5) Services and Materials to be Furnished by Client. Consultant shall provide guidance to Client in determining the data required. The Client acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data it provided by the Client to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.

- (6) Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for three (3) years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide thirty (30) days written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours. Any Client's

employee, consultant, subcontractor or agent who may have access to such records shall execute a non-disclosure agreement prior to being granted such access.

(7) Copyright for Consultant's Proprietary Software. To the extent that the service and/or deliverables provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that all ownership, including copyright, patents or other intellectual property rights to the software, lie with Consultant. Nothing herein shall be construed to entitle Client to any pre-existing Contractor materials.

(8) Insurance. Consultant shall maintain appropriate general liability insurance, worker's compensation insurance, automobile insurance and professional liability insurance.

(9) Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the value of the contract.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within 1 year after the date on which Consultant completes performance of the services specified in this Agreement.

(10) Consultant Liability if Audited. Consultant will assume all financial and statistical information provided to Consultant by Client employees or representatives is accurate and complete. Consultant shall, upon notice of audit, make work papers and other records available to the auditors.

(11) Notices. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

To County:

Vigo County  
Prosecuting Attorney  
33 South Third Street  
Terre Haute, IN 47807

To Consultant:

Dossett Consulting, LLC.  
5610 Crawfordsville Road, Suite 1104  
Indianapolis, IN 46224

Such notice shall be deemed delivered five (5) days after deposit in the U.S. mailbox.

(12) Changes. The terms of this Agreement may be changed via a mutually executed written instrument.

(13) Antidiscrimination.

Pursuant to IC 22-9-1-10 the Consultant agrees that neither Consultant or its sub-contractors shall discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to his\her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicants race, religion, gender, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this contract.

(14) Miscellaneous.

a. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

b. The parties intend that Consultant, in performing the services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and Consultant's employees are not to be considered agents or employees of Client for any purpose. Consultant and Consultant's employees will comply with IC 22-5-1.7 see Exhibit C.

c. Should any part, term, portion, section or provision of this Agreement be decided finally to be in conflict with law or otherwise be unenforceable or ineffectual, the remaining parts, terms, portions, sections or provisions shall be deemed severable and shall remain in full force and effect.

d. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

e. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

f. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

g. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

h. Per the terms of the contract disclosure requirements of IC 36-1-21-5 and the County ordinance of the same. The Consultant hereby certifies it is not a relative of any elected official of the Vigo County Government.

## **EXHIBIT A**

### **Term and Scope of Services**

Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of services under this Agreement. All of the services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform the services described herein. Consultant shall commence, carry on, and complete the services with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the provisions herein and all applicable laws. Consultant and Consultant's employees will comply with IC 22-5-1.7 see Exhibit C.

The following are the responsibilities associated with the service:

#### Prosecutor's Responsibilities:

1. Provide Consultant (via fax, email, in person or mail) with detailed monthly hours for child support staff.
2. Provide Consultant with additional detail on claims relating to child support operations, such as travel, training or capital outlay.
3. The Prosecutor and staff will need to sign the monthly Personal Activity Reports prepared by the Consultant
4. The Prosecutor will need to certify the monthly claims prepared by the Consultant and forward to DCS.

#### Auditor Responsibilities:

1. Provide a detailed listing of monthly office expenditures paid on behalf of the Prosecutor to the Consultant (via fax, email, in person or mail).
2. Provide a copy of the approved Salary Ordinance on an annual basis to the Consultant.
3. Provide a copy of the payroll distribution information broke out by payroll period
4. Provide fringe benefit cost information on an annual basis to the Consultant.

#### Consultant's Responsibilities:

1. Prepare current and future monthly Title IV-D claims, in the State prescribed format, and submit monthly claims to the Client for timely submission to DCS.
2. Prepare retroactive monthly Title IV-D claims, in the State prescribed format, for any identified expenditures that have not been previously claimed by the Client.
3. Prepare quarterly reporting on Prosecutor IV-D Incentive fund.
4. Prepare annual budget for DCS.
5. Answer questions the Client may have regarding the preparation of the claims.
6. Work with Client on utilizing Title IV-D incentive monies.
7. Answer routine questions that may arise from State or Federal agencies.
8. Assist with audits conducted by the State on behalf of the Client.

## **EXHIBIT B**

### **Compensation**

For services to be provided as set forth in Exhibit A, our professional fee will be **Five Hundred Dollars (\$500.00)** for each monthly claim that Consultant prepares for the Client for submission to the State for reimbursement of Title IV-D expenditures. Consultant will render to the Client one detailed invoice on a quarterly basis, with payment being due no later than sixty (60) days after receipt by Client of such invoice. Such invoices shall be submitted by the Consultant directly to the Client for approval and processing.

The Federal Government allows participating Agencies to go back two years and revise previously submitted claims. **Dossett Consulting** will revise the claims at Two Hundred Fifty Dollars (\$250) for each monthly claim if requested by Client.

**EXHIBIT C**  
**E-Verify Affidavit**

Pursuant to Indiana Code 22-5-1.7-11.1, the Consultant entering into a contract with the County is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Consultant is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned on behalf of the Consultant, being first duly sworn, deposes and states that the Consultant does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the County, the undersigned Consultant will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Consultant: Dossett Consultant, LLC.

By: *Jeff Dossett*

Printed Name: Jeff Dossett

Title: Owner

STATE OF INDIANA

SS:

COUNTY OF Montgomery

Subscribed and sworn to before me this 23 day of November 2016  
2016

My commission expires: December 18 2021 / Signed: *Roxie Faye Cooksey*

a. Residing in Montgomery County, State of Indiana



i. The Consultant certifies that at the time of entering into this contract neither the Consultant nor any of its principals or employees engages in investment activities with the nation state of Iran, as said activities are defined in IC 5-22-16.5-8.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement as of this date written on the first page.

Vigo County, Indiana

By: Judith A. Anderson  
(Board of Commissioners)

By: Brenda  
(Board of Commissioners)

By: Brenda  
(Board of Commissioners)

ATTEST:

By: John W. Bramble  
(County Auditor)

Dossett Consulting, LLC.

By: Jeff Dossett

Jeff Dossett, Owner