

The Board met in due form with the following members present: Kyle Allen, Sr., Michael Repay and Jerry Tippy. They passed the following orders, to wit:

There was a moment of silent prayer, those present were asked to include Senator McCain in there moment of silence; the Pledge was given and the Emergency Exit Announcement made.

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Munster and Crown Point, the Post Tribune in Merrillville and Crown Point, WJOB Radio Station, the Star, WLTH Radio Station, Comcast Cable, the Calumet Press, Portage Journal News, Pilcher Publishing and the Gary Law, Channel 21 media on the 4<sup>th</sup> day of September, 2018 at about 11:30 a.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 4<sup>th</sup> day of September, 2018 at about 11:30 a.m.

Order #1 Agenda #1f-1-3

In the Matter of Finalization of Agenda: f. 1) Certificate of Service of Meeting Notice to those who have made a written request for notice; 2) Deletions and Corrections; 3) Approval of final agenda to be incorporated into official minutes.

Repay made a motion, seconded by Tippy, to acknowledge item #6c2a has a correction the amount for approval is \$23,839.00 to reflect additional items purchased on PO #3810451, and to approve the Certificate of Service of Meeting Notice to those who have made a written request for notice, approve the correction to the Agenda, approve the Final Agenda and make it all a matter of public record. Motion carried 3-0.

Order #2 Agenda #2a1

In the Matter of Correspondence – a. Received: 1) Treasurer: July 17, 2018 letter from Lake County Treasurer for glass enclosed counters for safety of employees, from funds now available from 2017 remodeling project.

Comes now, Lake County Treasurer – Katona, before the Board of Commissioners to request approval of glass enclosed counters for safety of employees, from funds now available from 2017 remodeling project, Repay made a motion, seconded by Tippy, to take the matter under advisement. Motion carried 3-0.

Order #3 Agenda #2a2-3

In the Matter of Correspondence – a. Received: 2) Commissioners: Letter of Recommendation from County Attorney dated August 27, 2018 on bids 8-15-18 on being in order; 3) Commissioners: Letter of resignation from Ronald F. McColly from the Gary/Chicago International Airport Authority.

Repay made a motion, seconded by Tippy, to make the letters received under correspondence a matter of public record, letter dated August 27, 2018 from County Attorney on bids 8-15-18 on being in order and letter dated August 17, 2018 from Ronald F. McColly - resignation from the Gary/Chicago International Airport Authority. Motion carried 3-0.

Order #4 Agenda #3a

In the Matter of Approval of Minutes from Prior Meeting (s): a. Approval of Board of Commissioner's Meeting minutes from June 6, 2018.

Repay made a motion, seconded by Tippy, to approve the Minutes of the Board of Commissioner's Meeting minutes from June 6, 2018. Motion carried 3-0.

Order #5 Agenda #4a-1-2

In the Matter of Public Bidding: Approval of Specifications, Set the return date: a. Services: optional for any service – 1) Elections: Seeking permission to solicit proposals to move voting machines from Ferree Movers and On Time Distribution. Proposals to be returned October 3, 2018; 2) Commissioners: Lease to own financing, Request to seek proposals from Fifth Third Bank, US Bancorp Government Leasing and Finance First Capital Equipment Leasing Corp., and PNC Bank. To be returned September 19, 2018.

Repay made a motion, seconded by Tippy, to approve the specifications and allow those to go out for advertising, Elections seeking proposals to move voting machines from Ferree Movers and On Time Distribution for the return of proposals by returned October 3, 2018 and Commissioners seek proposals for Lease to own financing from Fifth Third Bank, US Bancorp Government Leasing and Finance First Capital Equipment Leasing Corp., and PNC Bank to be returned by September 19, 2018. Motion carried 3-0.

Order #6 Agenda #5a1

In the Matter of Public Selection of at Least three Vendors from whom to seek quotes: Approval of Specification for Seeking Proposals, select the Vendors, and set the return date: a. Services: Services: optional for any service: 1) Sheriff: Request for proposal to manage, delivery, operate and provide staff to meet the food service requirements of the Lake County Jail on a daily basis for a two-year period, to be advertised and returned November 7, 2018

Repay made a motion, seconded by Tippy, to accept the proposed advertisement on behalf of the Sheriff to be returned November 7, 2018, for proposal to manage, delivery, operate and provide staff to meet the food service requirements of the Lake County Jail on a daily basis for a two-year period. Motion carried 3-0.

Order #6 Agenda #5a2

In the Matter of Public Selection of at Least three Vendors from whom to seek quotes: Approval of Specification for Seeking Proposals, select the Vendors, and set the return date: a. Services: Services: optional for any service: 2) Highway: Letter concerning selecting a Consulting Engineer for final design engineering services for Lake County Bridge No. 254, Wisconsin over Lake George.

## Order #6 Agenda #5a2 cont'd

Repay made a motion to select S E H of Indiana, LLC to provide Final Design Engineering Services for the preparation of Plans, Specifications, and Bidding Document for Lake County Bridge 254, Wisconsin over Lake George, Tippy seconded the motion, letter of recommendation from Highway Department. Motion carried 3-0.

## Order #7 Agenda #6a1a,b,c

In the Matter of Action to Form Contracts – a. Public Works: 1) After an emergency (minimum of two vendors): a. Fairgrounds: Ziese & Sons Excavating, Inc., emergency sink hole repairs PW01 (Public Works IC 36-1-12-9) in the amount of \$3,645.00.00; b. Fairgrounds: Morgan Mechanical Systems, Inc. emergency repairs before improvements PW01 (Public Works IC 36-1-12-9) in the amount of \$12,500.00; c. Commissioners: Emergency South Parking Lot Exterior Lighting Repair, requests sent to Credent Electric and Hyre Electric. Sole Response from Credent Quality Electric in the amount of \$9,860.00. Letter recommending Credent Electric in the amount of \$9,860.00.

Repay made a motion to approve the three items in Item #6a1, Tippy seconded with discussion, asking Attorney Dull if in Item C, where there are two vendors identified, in items a&b they're not two identified, Attorney Dull responded, they didn't comply and these occurred prior to training sessions and I will bring Fairgrounds in and correct that, discussion continued brief, approving Ziese & Sons Excavating, Inc. in the amount of \$3,645.00 for emergency sink hole repairs for Fairgrounds Department, approving Morgan Mechanical Systems, Inc. in the amount of \$12,500.00 for emergency repairs before improvements for Fairgrounds Department and approving Credent Quality Electric in the amount of \$9,860.00 for the emergency south parking lot exterior lighting repair for Commissioners. Motion carried 3-0.

## Order #8 Agenda #6a2a

In the Matter of Action to Form Contracts – a. Public Works: 2) At least \$2,500 and less than \$25,000 for which an office or department must get 3 quotes: a. Commissioners: Recommendation for Children's Protective Services Flooring Project, on quotes from (Studio Flooring for \$18,569.54; Hasse Construction for \$20,854.00; and Sneed Construction for \$22,569.00). Letter recommending Studio Flooring in the amount of \$18,569.54.

Repay made a motion, seconded by Tippy, to approve Studio Flooring, 8642 Louisiana Place, Merrillville, IN 46410, in the amount of \$18,569.54 for Children's Protective Services Flooring Project, recommendation from Mr. Rehder, Superintendent of Buildings for the low bid. Motion carried 3-0.

## Order #9 Agenda #6a2b

In the Matter of Action to Form Contracts – a. Public Works: 2) At least \$2,500 and less than \$25,000 for which an office or department must get 3 quotes: b. Auditor: ABC Burglar & Fire Alarm Corporation for security equipment and installation, in the amount of \$3,350.00.

Repay made a motion, seconded by Tippy, to approve the request of Lake County Auditor for security equipment and installation in the amount of \$3,350.00 from ABC Burglar & Fire Alarm Corporation, 4745 Broadway, Gary, IN 46409. Motion carried 3-0.

## Order #10 Agenda #6a3a

In the Matter of Action to Form Contracts – a. Public Works: 3) From at least three publicly solicited quotes at least \$25,000 and less than \$150,000: a. Highway: Recommendation to rent a crane for Lake County Structure #908, 157<sup>th</sup> Avenue of a Branch of West Creek, for new Aluminum Box Culvert. Quotes solicited from Central Rent-A-Crane \$3,260.00; Imperial Crane \$4,120.00; Cranemasters (caters to railroad); Industrial Rents (no crane available). Recommendation for Central Rent-A-Crane in the amount of \$3,260.00.

Repay made a motion, seconded by Tippy, to approve the Highway Rental Agreement in the estimated amount of \$3,260.00 from Central Rent-A-Crane for 70 Ton Crane 8 hour min, letter of recommendation from Highway Superintendent. Motion carried 3-0.

## Order #10 Agenda #6a4a

In the Matter of Action to Form Contracts – a. Public Works: 4) From public bids \$150,000 or more: a. Highway: Acceptance of contract with Walsh & Kelly in the amount of \$956,186.80, including a performance bond payment and certificate of insurance for Monon Road from 231<sup>st</sup> Avenue North to 205<sup>th</sup> Avenue.

Repay made a motion, seconded by Tippy, to accept the contract with Walsh & Kelly in the amount of \$956,186.80, Construction Services for the Reconstruction and Preservation project at Monon Road from 231<sup>st</sup> Avenue North to 205<sup>th</sup> Avenue. Motion carried 3-0. (SEE FILE "2018 CONTRACTS" & INDIANA GATEWAY ONLINE)

## Order #11 Agenda #6b1a

In the Matter of Action to Form Contracts – b. Services: 1) After an emergency – a. Highway: Letter concerning closure of Lake County Bridge #48, 117<sup>th</sup> Avenue over West Creek seeking permission to enter into an agreement with Beam, Longest & Neff.

Repay made a motion, seconded by Tippy with discussion, to approve Highway: Letter concerning closure of Lake County Bridge #48, 117<sup>th</sup> Avenue over West Creek seeking permission to enter into an agreement with Beam, Longest & Neff, discussion, Tippy asked if the Bridge was still closed, Highway Engineer replied yes it is and Tippy asked is there an anticipated open date and Highway Engineer responded mentioned soil (inaudible) Tippy interjected, brief discussion continued, Highway Engineer stated "I anticipate November". Motion carried 3-0.

## Order #12 Agenda #6b2a

In the Matter of Action to Form Contracts – b. Services: 2) From office or departmental solicited quotes: a. Sheriff: In Touch Pharmaceuticals for Health Care and Lab supplies, in the amount of \$109,414.38.

Repay made a motion, seconded by Tippy, to authorize the payment to In Touch Pharmaceuticals for Health Care and Lab supplies in the amount of \$109,414.38 on behalf of Sheriff's Department, Board discussion, Repay began with Statement,

Dull spoke, Tippy spoke, Repay amended motion to offer to pay this bill and offer to continue the relationship on a month to month case to case basis until such time we get a valid contract, Tippy seconded the amended motion. Motion carried 3-0.  
Order #13 Agenda #6b3h

In the Matter of Action to Form Contracts – b. Services: 3) From a single source: h. Commissioners: McShane's offer to extend 2018 Class 1 Canon Brand Photocopier Maintenance, at current rates through December 31, 2019. First Offer to extend (NOTE: McShane's now Kramer and Leonard, Inc., under name of McShane's).

Tippy made a motion, seconded by Repay, to remove Item h from the Agenda. Motion carried 3-0.

Order #14 Agenda #6b3a-g

In the Matter of Action to Form Contracts – b. Services: 3) From a single source: a. Commissioners; b. Public Defender; c. Public Defender; d. Sheriff; e. Sheriff; f. Lake County 911; g. Health Department.

Repay made a motion, seconded by Tippy, to approve the Items listed in Item #3a-g. Motion carried 3-0.

- a. Commissioners: Matthew N. Fech, PC for September 1, 2018 through December 31, 2018 for a monthly flat rate not to exceed \$4,000.00.
- b. Public Defender: Contract Amendments/2018 Alger V. Boswell, in the amount of \$15,000.00; Aaron A. Koonce, in the amount of \$15,000.00; and Eric K. Morris, in the amount of \$15,000.00. Amounts to be reimbursed by the State Public Defender Commission at the rate of 40%
- c. Public Defender: Conflicts Public Defender Attorney Contract/2018 for Attorney Thomas J. Olson at \$90.00 per hour. Amounts to be reimbursed by the State Public Defender Commission at the rate of 40%.
- d. Sheriff: St. Catherine Hospital in the amount of \$14,746.44 for inmate care
- e. Sheriff: Mobilex USA in the amount of \$3,375.00 for inmate care for X-rays
- f. Lake County 911: Recommendation to renew licensing with NetMotion VPN Server and Client licensing renewal, in the amount of \$65,000.00 to be paid in full for the period of October 1, 2018 through September 30, 2021 includes full payment discount of \$21,625.00
- g. Health Department: Chester, Inc. extended service agreement on site for 1 year (12 months) for the amount of \$1,788.00

Order #15 Agenda #6b4a,b,c

In the Matter of Action to Form Contracts – b. Services: 4) Other – a. Lake County 911: Quote for purchase of Microsoft Licenses, from Chester Information Technologies, Inc. in the amount of \$1,428.00; b. Lake County 911: Quote for purchase renewal of license and maintenance of the Lake County 911 Eventide recording hardware and software, in the amount of \$20,328.24 for Nelson Systems, Inc.; c. Community Corrections: Request for approval of a renewal service agreement with Monroe Pest Control for monthly services, in the amount of \$100.00 per month / yearly contract amount of \$1,200.00 for period of June 1, 2018 to May 31, 2019.

Repay made a motion, seconded by Tippy, to approve the three, on item 4 – a, b and c. Motion carried 3-0.

- a. Lake County 911: Quote for purchase of Microsoft Licenses, from Chester Information Technologies, Inc. in the amount of \$1,428.00
- b. Lake County 911: Quote for purchase renewal of license and maintenance of the Lake County 911 Eventide recording hardware and software, in the amount of \$20,328.24 for Nelson Systems, Inc.
- c. Community Corrections: Request for approval of a renewal service agreement with Monroe Pest Control for monthly services, in the amount of \$100.00 per month / yearly contract amount of \$1,200.00 for period of June 1, 2018 to May 31, 2019.

Order #16 Agenda #6c1a

In the Matter of Action to Form Contracts – c. Supplies, Goods, Machinery and Equipment: 1) Renew existing contract: a. Commissioners: McShane's offer to extend 2018 Class 2A, Class 2B and Class 3 Office Supply prices, at current rates through December 31, 2019. First offer to extend (NOTE: McShane's now Kramer and Leonard, Inc. under name McShane's).

Tippy made a motion, seconded by Repay, to remove Item 6c1a from the Agenda. Motion carried 3-0.

Order #17 CORR Agenda #6c2a, b, c

In the Matter of Action to Form Contracts – c. Supplies, Goods, Machinery and Equipment: 2) Non-house account contracts at least \$2,500.00 but less than \$50,000.00 solicited by department (three quotes): a. SHERIFF: Kustom Signals, Inc. in the amount of \$23,839.00 for radar units; b. SHERIFF: TK Armor Systems, LLC Corp., In the amount of \$28,118.00 for armor; c. SHERIFF: Railex Corporation in the amount of \$4,148.00 for clothing allowance.

Repay made a motion to approve Items c2a through c, Tippy seconded the motion, approving Kustom Signals, Inc. in the amount of \$23,839.00 for radar units, approving TK Armor Systems, LLC Corp., In the amount of \$28,118.00 for armor and Railex Corporation in the amount of \$4,148.00 for clothing allowance for Lake County Sheriff. Motion carried 3-0.

Order #18 Agenda #6c2d

In the Matter of Action to Form Contracts – c. Supplies, Goods, Machinery and Equipment: 2) Non-house account contracts at least \$2,500.00 but less than \$50,000.00 solicited by department (three quotes): d. CLERK: Request purchase of a new vehicle for the Lake County Clerk's Office with quotes from (Schepel Buick, for 2018 GMC Yukon for \$61,495.00; Bosak Auto, for 2018 Dodge Durango for \$36,888.00; Art Hill Ford Expedition for \$58,084.00).

Repay made a motion to take it under advisement and/or reject it based on other work we are doing related to cars, Repay stated motion to reject, Tippy seconded the motion, Allen asked if the Lake County Clerk would like to address the Board, Clerk Brown replied yes.

Comes now, Lake County Clerk, Mr. Michael Brown, before the Board of Commissioners for the purpose of discussion regarding a request purchase of a new vehicle for the Lake County Clerk's Office, Mr. Brown expressed that the current vehicle used in his Department continues to break, stating they are out five days a week because they have to go to all of the satellite offices, so a vehicle is needed and requesting the Commissioners approval, the 2003 Crown Victoria continues to breakdown and it is a safety issue.

Commissioner Repay, continued discussion, stating “we have a car purchase program that we’re embarking on and among that or through that process we are contemplating exchanging vehicles from our fleet that are under performing or not performing at all including various departments so we can, although the contract or the investigated are cars that not identify this 2003 Crown Victoria, it’s possible that that’s not on our list, I’ll take a look and see if it should be, based on its mileage or based on

Order #18 Agenda #6c2d cont’d

its services, I’m sure it will be, there’s a couple cars we’re replacing that don’t work at all and we’re going to replace up to eleven of them this Fall”, Commissioner Tippy spoke stated “we’re looking at the entire fleet”.

Clerk Brown, responded to Board members expressing the need for a new or another vehicle. Discussion continued. The Final Vote for the Motion to reject carried 2-1, 2 for rejection 1 no, Allen.

Order #19 Agenda #6c2f (NOTE: THERE WAS NO ITEM “6c2e”)

In the Matter of Action to Form Contracts – c. Supplies, Goods, Machinery and Equipment: 2) Non-house account contracts at least \$2,500.00 but less than \$50,000.00 solicited by department (three quotes): f. HIGHWAY: Request for signature on previously approved leased purchase of three (3) 2018 Ford Trucks F Series F550 for a total \$132,387.00.

Repay made a motion, seconded by Tippy, to approve the request of the Highway Department for signature on previously approved leased purchase of three (3) 2018 Ford Trucks F Series F550 for a total \$132,387.00, Lease Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and Lake County and U.S. Bank National Association. Motion carried 3-0. (FOR ORIGINAL SEE FILE “2018 CONTRACTS” & INDIANA GATEWAY ONLINE)

Order #20 Agenda #6c3a

In the Matter of Action to Form Contracts – c. Supplies, Goods, Machinery and Equipment: 3) Act on special purchasing techniques: a. SHERIFF: Bob Barker Co., Inc. for supplies (single source) in the amount of \$3,661.76.

Repay made a motion, seconded by Tippy, to approve the purchase order to Bob Barker Co., Inc., P.O. Box 890885, Charlotte, NC 28289-0885, for supplies in the amount of \$3,661.76 for Sheriff’s Department. Motion carried 3-0.

Order #21 Agenda #7-1a

In the Matter of Federal or State Grants: 1) State: a. PROSECUTOR – Contract between FSSA and the Lake County Prosecuting Attorney, award amount \$432,224.29 through June 30, 2019.

Repay made a motion, seconded by Tippy, to approve the Contract between FSSA and the Lake County Prosecuting Attorney, award amount \$432,224.29 for the period of one (1) year from July 1, 2018 and shall remain in effect through June 30, 2019. Motion carried 3-0.

**PROFESSIONAL SERVICES CONTRACT**  
**Contract #0000000000000000000027262**

**CONTRACT BETWEEN THE FSSA AND THE LAKE COUNTY PROSECUTING ATTORNEY**

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

Indiana 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 Lake County 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.** The Parties agree to implement the delivery of adult protective services as set out in Indiana Code ch. 12-10-3 and 455 I.A.C. 1-2-1 *et. seq.* 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 **\$432,224.29**, to the Prosecuting Attorney through the Lake County 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, 2018**. 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 Adult Protective Services as outlined in this Contract. The total remuneration under this Contract shall not exceed **\$432,224.29**. 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, 2018** and shall remain in effect through **June 30, 2019**.

**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 Lake 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, 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 State'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 State, provided that the Prosecuting Attorney gives written notice (including evidence of such assignment) to the State 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. Any such audit shall be conducted in accordance with IC 5-11-1, *et seq.* and audit guidelines specified by the State.

**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 in academic journals, present at symposia, or

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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 this Article.

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 State, without the prior written consent of the State, is prohibited. For any purposes outside those contemplated by this Contract, and for which the State's participation will be referenced, the State 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 State shall have sixty (60) days to review such requests and will respond in writing to the Prosecuting Attorney. If the State 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 State 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, I.C. chp. 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.

**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 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 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 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

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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 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) business 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) business 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 Indiana Department of Administration, 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 IC §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 IC §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 State, 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 Contractor 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

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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 State 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, and the Prosecuting Attorney will be liable to the FSSA for any excess costs for those supplies or services. 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.

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**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 Prosecuting Attorney specifically agrees that all hardware, software, and services provided to or purchased by the FSSA 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 IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by the Indiana Office of Technology ("I.O.T.") in advance. The FSSA may terminate this contract for default if the Prosecuting Attorney fails to cure a breach of this provision within a reasonable time.

**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, 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.

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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:

Lake County Prosecutor  
2293 North Main Street  
Crown Point, IN 46307

Lake County Board of County Commissioners  
2293 North Main Street  
Crown Point, IN 46307

As required by IC §4-13-2-14.8, payments to the Prosecuting Attorney 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 IC §4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Prosecuting Attorney 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 State 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 State. 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. The State may require evidence furnished by the Prosecuting Attorney that substantial progress has been made toward completion of the program prior to making the first payment under this Contract. All payments are subject to the State's determination that the Prosecuting Attorney's performance to date conforms with the program as approved, notwithstanding any other provision of this Contract.

D. Claims shall be submitted to the State within 60 calendar days following the end of the month in which work on or for the program was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than 60 calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within 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 a monthly only. If funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended funds must be returned to the State.

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Order #21 Agenda #7-1a cont'd

E. 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 it has not altered, modified or changed the State's Boilerplate contract clauses (as defined in the 2016 OAG/IDOA Professional Services Contract Manual) in any way except as follows and except for the following clauses:

Exceptions:

A. References to assignees have been deleted throughout.

B. References to funding have been deleted throughout, unless in reference to *ad hoc* expenses and funds outside the Contract.

Modified Boilerplate contract clauses:

A. Paragraph 7: deleted reference to 2 C.F.R. 200.

B. Paragraph 11 was modified as most information will be obtained by the Prosecuting Attorney.

C. Paragraph 19: deleted "without regard to its conflict of laws rules" and "[s]uit, if any must be brought in the State of Indiana."

D. Paragraph 23 was modified as the Prosecuting Attorney does not provide unemployment and workers' compensation insurance.

E. Paragraph 29 was modified as neither party is liable for taxes.

**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 IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 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](https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST)

**In Witness Whereof,** Contractor and the State 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.

Lake County Prosecuting Attorney                      Indiana Family and Social Services Administration  
Division of Aging

By: *Bernard A. Carls*

By:

Title: Lake County Prosecutor

Title:

Date: September 5, 2018

Date:

Lake County Board of County Commissioners

By:

Title: BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Date:

*[Handwritten signature]*  
*[Handwritten signature]*  
APPROVED THIS 5<sup>TH</sup> DAY OF September 2018

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>	
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 Lake 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 State'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.

**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 crimes are defined in IC §12-10-3. If more than one, 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 state'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.
3. The Prosecuting Attorney shall ensure that all APS staff are employees of the County Prosecutor'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, Indiana Adult Protective Services.
5. The Prosecuting Attorney shall establish, in writing, the cost allocation for all shared

employees.

- a. A shared employee is one who splits their 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, the state will pay 50% of their salary 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. State furnished identification cards (blank forms) are available upon request.
5. APS staff will participate in training held by the State APS Program. The State 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 state'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 Agreement, 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 State or its authorized designee. Copies shall be furnished to the State 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 provide emergency services and housing 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.

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2. Emergency funds shall be used exclusively for emergency services and housing.
3. The Prosecuting Attorney will request permission, from the State APS Executive Director, for emergency services or housing that exceeds \$1,000.00 per purchase.

**E. Information Technology and Communications.**

1. The Prosecuting Attorney will provide all APS staff internet access capabilities, including computer hardware and software necessary to provide computer network capabilities.
2. 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.**

1. The State 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:
  - a. 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;
  - b. 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
  - 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.

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**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." IC §12-10-3-5. The FSSA enters into this contract with the Prosecuting Attorney to act on the State'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 Indiana Family and Social Services Administration (FSSA) will administer the APS program in partnership with APS Hub Prosecutors, IPAC, and other stakeholders.

**B. Duties.**

1. The FSSA will perform the duties under IC §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 IC §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 IC §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 IC §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 IC §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 IC §12-10-3-12(2) and 455 IAC 1-2-4 (2).

10. 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).
11. The FSSA acknowledges that the Prosecuting Attorneys are bound by the Indiana Rules of Professional Conduct, such as those regarding extrajudicial statements.
12. 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 Agreement;
  - 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**

Position	Salary	Benefits	Cell Phone	Transportation	Other Operating	Total	Emergency Services & Housing	Grand Total
Director	53,000.00	32,691.14	2,500.00	2,481.35	9,481.00	100,153.49	52,571.94	
Case Monitor	36,000.00	28,756.26				64,756.26		
Investigator	30,500.00	27,554.54				58,054.54		
Investigator	30,500.00	27,554.54				58,054.54		
Investigator	30,500.00	27,554.54				58,054.54		
Data Intake	14,820.00	1,793.22				16,613.22		
Data Intake	21,840.00	2,125.76				23,965.76		
<b>Totals</b>	<b>217,160.00</b>	<b>148,030.00</b>	<b>2,500.00</b>	<b>2,481.35</b>	<b>9,481.00</b>	<b>379,652.35</b>	<b>52,571.94</b>	<b>432,224.29</b>

In the Matter of Action to Modify Existing Contracts – a. Public Works: 1) COMMISSIONERS: Sneed Construction, Change Order #1 for Damaged Window Replacement, in the amount of \$3,937.20.

Repay made a motion, seconded by Tippy, to approve Change Order #1 for Damaged Window Replacement, in the amount of \$3,937.20 to Sneed Construction Inc. (purchase order). Bob Rehder present/spoke. Motion carried 3-0.

Order #23 Agenda #8b1

In the Matter of Action to Modify Existing Contracts – b. Services: 1) HIGHWAY: Acceptance of contract with Robinson Engineering, LTD., in the amount of \$139,024.00, for preliminary engineering and right-of-way engineering (reduced scope of work from previous recommendation from August 15, 2018).

Repay made a motion, seconded by Tippy, to approve the change, approving HIGHWAY: Acceptance of contract with Robinson Engineering, LTD., in the amount of \$139,024.00, for preliminary engineering and right-of-way engineering (reduced scope of work from previous recommendation from August 15, 2018). Motion carried 3-0.

Order #24 Agenda #9a1a2a

In the Matter of Action And/Or Reports On County Owned Property – a. Commissioner-Owned: 1) Disposal of Personal Property: a. ELECTIONS: Request for Property Disposal (Computer equipment) dated August 6, 2018; 2) Disposal of Real Property: a. COMMISSIONERS – Quit Claim Deed to Town of Merrillville, parcel no. 45-12-22-478-003.000-030.

Repay to approve action on property owned by the County, Tippy seconded the motion, approving the disposal of personal property on behalf of Elections disposing broken computer equipment, and ordered same approving disposal of real property from Lake County Board of Commissioners to Town of Merrillville by quit claim deed for parcel no. 45-12-22-478-003.000-030. Motion carried 3-0.

Order #25 Agenda #9b1

In the Matter of Action and/or Reports on County Owned Property: b. Tax sale Certificates – 1) COMMISSIONERS: Recommendation to establish Tax Certificate Sale dates for 2019, from Attorney John March 19-21 and May 21-23, 2019.

Repay made a motion, seconded by Tippy, to accept the recommendation and establish the dates of the Tax Sale, Tax Certificate Sale dates for 2019, from Attorney Dull, will be March 19-21 and May 21-23, 2019. Motion carried 3-0.

Order #26 Agenda #9c1

In the Matter of Action and/or Reports on County Owned Property: c. Other – 1) Commissioners: Request use of the east parking lot at Lake County Government on Saturday, October 20, 2018 for Shred Event sponsored by Lake County Solid Waste Management District.

Repay made a motion to approve the request to have the shredding event, Tippy seconded the motion, event sponsored by Lake County Solid Waste Management District and will take place at the east parking lot at Lake County Government Center Saturday October 20, 2018 held from 9:00 am to 1:00 pm. Motion carried 3-0.

Order #27 Agenda #9c2

In the Matter of Action and/or Reports on County Owned Property: c. Other – 2) SHERIFF: Letter requesting service weapon for retiree Sgt. Brian Czerwinski.

Repay made a motion, seconded by Tippy, to approve the request, request by Lake County Sheriff to retire the service weapon of Sgt. Brian Czerwinski and re-issue it to him, Sgt. Brian Czerwinski retired June 29, 2018 after twenty-five years of service. Motion carried 3-0.

Order #28 Agenda #9c3

In the Matter of Action and/or Reports on County Owned Property: c. Other – 3) COMMISSIONERS: Quit-Claim Deed for address commonly know as 8311 Cline Avenue, Schererville, IN 46375, Parcel No. 45-11-23-352-001.000-036.

Repay made a motion, seconded by Tippy, to approve the Quit Claim Deed from the Smith Brothers, Howard Alan Smith and Steven Craig Smith quit claiming parcel no. 45-11-23-352-001.000-036 to Lake County Board of Commissioners. Motion carried 3-0.

Order #29 Agenda #10a&b

In the Matter of Action on Commissioners' Items – a. COMMISSIONERS: Lake County Commissioners' Protocol for Purchasing Supplies, Goods, Machinery and Equipment and Services; b. COMMISSIONERS: Lake County Commissioners' Protocol for Public Works Projects.

Repay made a motion, seconded by Tippy, to adopt the training material as our protocol for Purchasing - Lake County Commissioners' Protocol for Purchasing Supplies, Goods, Machinery and Equipment and Services and Lake County Commissioners' Protocol for Public Works Projects. Motion carried 3-0.

Order #30 Agenda #10c

In the Matter of Action on Commissioners' Items – c. COMMISSIONERS: Gary for Life comprehensive safety initiative; Gary Ten Point Coalition.

Tippy made a motion to defer Item 10c, Repay seconded the motion. Motion carried 3-0.

Order #31 Agenda #10d

In the Matter of Action on Commissioners' Items – d. COMMISSIONERS: E-mail from Anna Marie Gianni forwarding request from USS Indiana for \$1,000.00 for a scholarship.

## Order #31 Agenda #10d cont'd

Repay made a motion to approve the request for \$1,000.00 scholarship to USS Indiana, Tippy seconded the motion with discussion. Motion carried 3-0.

## Order #32 Agenda #11a 1-5

In the Matter of Action on County Council Items – a. Lake County Council: Resolutions and Ordinances: 1) 18-44: Resolution Proclaiming September As Childhood Cancer Awareness Month; 2) 18-45: Resolution In Support of September as Prostate Cancer Awareness Month; 3) 18-46: Resolution Proclaiming September as National Suicide Prevention Awareness Month; 4) 1415E-3: Ordinance Amending the Lake County Part-Time Employees Pay Rate Ordinance for 2018; 5) 1423A: Ordinance Establishing the Lake County Fairgrounds 2019 Fee Schedule.

Repay made a motion, seconded by Tippy, to approve the Resolutions and Ordinances from the Lake County Council. Motion carried 3-0.

- 1) 18-44: Resolution Proclaiming September As Childhood Cancer Awareness Month
- 2) 18-45: Resolution In Support of September as Prostate Cancer Awareness Month
- 3) 18-46: Resolution Proclaiming September as National Suicide Prevention Awareness Month
- 4) 1415E-3: Ordinance Amending the Lake County Part-Time Employees Pay Rate Ordinance for 2018
- 5) 1423A: Ordinance Establishing the Lake County Fairgrounds 2019 Fee Schedule.

## Order #33 Agenda #12a

In the Matter of State Board of Accounts Items: a. Claims and dockets.

Repay made a motion, seconded by Tippy, to approve the Claims and dockets. Motion carried 3-0. Note: there were none.

## Order #34 Agenda #13a-d

In the Matter of Items to be made a matter of public record: a. Lake County Treasurer's Monthly Report for Month Ending July 2018; b. Pre-Qualification List as of 8/29/2018; c. Weights & Measures Monthly Activity Report covering the period of July 16 through August 15, 2018; d. SHERIFF: Revised FY2017 Certification of Compliance with 8 U.S.C.ss1374, Byrne Justice Assistance Grant (JAG) Program.

Repay made a motion, seconded by Tippy, to make the Items in #13 a-d a matter of public record, as follows. Motion carried 3-0.

**a. Treasurer's Departmental Report for the month of July, 2018.**

Comes now, Peggy Katona, Lake County Treasurer, and files with the Board his report of fees taken in and collected in his office for the Month of July, 2018. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Repay made a motion, seconded by Tippy, to accept the above Treasurer's Report of July, 2018 as submitted. Motion carried.

**b. Pre-Qualification List as of 8/29/2018 – Public record of List of forty-three (43) Company names with email addresses.**

**c. Weights & Measures Monthly Activity Report covering the period of July 16 through August 15, 2018**

Comes now, Christine Clay, County Inspector, Weights and Measures, and files with the Board her report of fees taken in and collected in her office for the Period 07/16/18-08/15/18. Said report are in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Repay made a motion, seconded by Tippy, to accept the above Weights and Measures Report of July 16, 2017 – August 15, 2018 as submitted. Motion carried.

**d. SHERIFF: Public Record of Revised FY2017 Certification of Compliance with 8 U.S.C.ss1374, Byrne Justice Assistance Grant (JAG) Program – on behalf of Lake County Sheriff**

## Order #35 Agenda #14a1a

In the Matter of Actions on Bonds/Insurance – a. Action to Accept, Release or Modify Insurance Certificates: 1) Liability Insurance: a. Certificate of Liability Insurance for S&S Sales Services Center, Inc./DBA S & S Sales (Lake County Towing Vendor).

Repay made a motion, seconded by Tippy, to accept the Certificate of Liability Insurance from S&S Sales Services Center, Inc./DBA S & S Sales (Lake County Towing Vendor). Motion carried 3-0.

## Order #36 Agenda #15a1-12

In the Matter of Approve Vendor Qualification Affidavits And/Or Responsible Bidder Applications: a. Various vendors seeking to be approved to provide public works, services or supplies, goods, machinery and equipment: List 1-12.

Repay made a motion, seconded by Tippy, to accept the Vendor Qualification Affidavits in Item 15a 1-12. Motion carried 3-0.

- 1) Nelson & Co., LLC
- 2) Mr. Ronald Gennarelli
- 3) Public Safety Direct
- 4) Diamond Mowers
- 5) Alan F. Friedman, Ph.D.
- 6) Hard Head Veterans
- 7) Emily S. Conrad
- 8) Rave Wireless, Inc.\*
- 9) Hasse Construction (pre-qualification affidavit)
- 10) Glass American (house account)
- 11) J&M Equipment Service and Repair Co., (house account)
- 12) W.W. Grainger (house account)

Order #37 Agenda #16b

In the Matter of Comments: b. Members of the public.

Comes now, Attorney Dull, before the Board of Commissioners, regarding the opening of a proposal received from Johnson Controls for operations and maintenance proposal for 2019, Repay made a motion to make the acceptance of the proposal from Johnson Controls a matter of public record, Tippy seconded the motion, documenting the acceptance of the information. Motion carried 3-0.

The next Board of Commissioners Regular Meeting will be held on Wednesday, September 19, 2018 at 10:00 A.M.

There being no further business before the Board at this time, Repay made a motion, seconded by Tippy, to adjourn.

The following officials were Present:  
Attorney Dull

\_\_\_\_\_  
KYLE ALLEN Sr., PRESIDENT

\_\_\_\_\_  
MICHAEL REPAY, COMMISSIONER

\_\_\_\_\_  
JERRY TIPPY, COMMISSIONER

ATTEST:

\_\_\_\_\_  
JOHN E. PETALAS, LAKE COUNTY AUDITOR