

SINPALL LEGAL CLINICS CONTRACT

This Southern Indiana Project on Abuse in Later Life ("SINPALL") Legal Clinics Contract ("Contract") is made by and between the **Indiana Supreme Court, Office of Judicial Administration, Indiana Office of Court Services**, 251 N. Illinois Street., Suite 800, Indianapolis, Indiana 46204 ("IOCS"), and

("Attorney"),

also referred to individually as a "Party" and collectively as the "Parties" herein.

IN CONSIDERATION OF the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

1. SCOPE OF WORK

Subject to the terms and conditions included herein, IOCS engages Attorney to accept referrals to the SINPALL Legal Clinic(s) and provide eligible legal services to eligible applicants. Attorney services include the handling of a referral (conflict checks, screening, etc.), creation of attorney-client relationship with the applicant, scheduling of meetings with clients, facilitating the exchange of needed information between client and Attorney, and, as allowed under law, reporting the results of the services provided to client back to IOCS upon request. Eligible activities include eligible legal services for survivors of violence aged 50+ who either currently reside in or intend to reside/relocate to Lawrence County, Indiana.

Eligible legal services for the clinics include general client advice, drafting, or creation of the following: protection orders, safety planning, housing needs (eviction defense, removing a survivor from a lease, eviction expungement), consumer debt protection (tax preparation and filing, support for bankruptcy) and/or advance care planning (Power of Attorney, Healthcare Representative, limited means Last Will and Testament). The civil legal services must be provided to the extent that it is to address instances of exploitation and/or abuse for people otherwise eligible for services under the SINPALL grant. Alternative legal service categories will not be authorized without express written permission from IOCS. No other activities other than those authorized above will be accepted under this contract without express written permission from IOCS.

2. TERM; RENEWAL

The term of this Contract shall take effect on the date of the last required signature and shall continue until **no later than September 30, 2024**, unless terminated sooner as provided

herein. This Contract may NOT be renewed given the restrictions of the federal grant funds being provided from IOCS to Attorney.

3. CONSIDERATION AND PAYMENT

A. IOCS agrees to pay Attorney for authorized activities under the SINPALL grant. Without additional written consent, payments are initially authorized for the following amounts: eighty dollars (\$80.00) per hour, up to twenty (20) hours. All requests for payment must be reasonably justified through explanation of service(s) provided to the client, subject to review by IOCS. Additional funds may be authorized after written consent is obtained from IOCS in the following amounts: eighty dollars (\$80.00) per hour, up to forty (40) additional hours. Any funds requested beyond the maximum anticipated in this Contract may be approved only at the sole discretion of IOCS.

B. Attorney shall submit a properly completed invoice and any accompanying documentation via email to IOCS at supt.payables@courts.in.gov. Invoices must be emailed to IOCS within forty-five (45) days after the service has been rendered or BEFORE 11:59 PM on September 20, 2024, whichever is earlier. **Invoices received after 11:59 PM on September 20, 2024 will not be processed or paid.** The approved invoice form will be provided to the Attorney by IOCS. Invoices for services must be submitted using the most recent version of the approved invoice form. Anytime the invoice form is updated, IOCS will provide the updated version to Attorney. All invoices must be completed pursuant to the instructions on the invoice form. Failure to follow the instructions on the invoice form shall cause the invoice to be deemed not properly submitted and delay payment.

C. All payments by IOCS shall be made thirty-five (35) days in arrears of receipt of an accurate and complete invoice in conformance with State of Indiana fiscal policies and procedures. As required by IC 4-13-2-14.8, payments shall be made by electronic funds transfer to the financial institution designated by Attorney in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

4. QUALIFICATIONS

The Attorney is required to be an attorney in good standing and must maintain good standing throughout the term of this Contract. To be in good standing the Attorney must comply with the following: Must have been admitted to the practice of law in the state of Indiana; Must be up to date and current with all state of Indiana registration requirements; must not be subject to any court orders which prohibit the practice of law in the state of Indiana; and must have paid all costs, fees and fines which may be required by the state of Indiana. The Attorney must make IOCS aware of any disciplinary actions or arrests that occur during the term of this Contract. No funds or reimbursements shall be provided to non-attorneys or for non-attorney activities under this Contract.

5. APPLICABLE LAW

Any controversy or claim arising out of or relating to this Contract shall be governed by the laws of the State of Indiana. Any litigation under this Contract, if commenced by Attorney, shall be brought in a court of competent jurisdiction in the State of Indiana.

6. ASSIGNMENT

This Contract is for professional services and shall not be transferred or assigned by Attorney without the prior written consent of the Executive Director of IOCS.

7. CONFIDENTIAL MATTERS

Attorney shall keep in strictest confidence any information acquired through or relating to the services performed pursuant to this Contract. Attorney shall not publish, communicate, divulge, disclose or use any information obtained by providing services under this Contract at any time without the express written consent of IOCS. In addition, the Attorney agrees to comply with the provisions of IC 4-1-10 and IC 4-1-11. Attorney agrees to pay the costs of the notice of disclosure of a breach, if any Social Security number(s) are disclosed by Attorney along with any other claims and expenses for which it is liable under the terms of this Contract.

8. GENERAL RELATIONSHIP

In all matters relating to this Contract, Attorney shall be acting as an independent contractor. Attorney is not an employee of IOCS, the State of Indiana, or any Indiana county court under the meaning or application of any federal or state unemployment law, insurance laws, workers' compensation laws, tax laws or otherwise, including FICA. Attorney will receive an IRS Form 1099 at the end of the year. Attorney shall assume all liabilities or obligations imposed by any one or more of such laws with respect to Attorney's performance of the duties required by this Contract. Attorney shall not have any authority to assume or create any legal obligation, express or implied, on behalf of IOCS. The Attorney must not take any action that would give the appearance of impropriety, bias, or a conflict of interest.

During the term of this Contract, Attorney may not be employed by any government agency, whether local, state, or federal. If the Attorney wishes to enter into a contractual agreement with another government agency, the Attorney shall give the Executive Director of IOCS (or designee) written notice so that the Executive Director (or designee) may determine if the relationship would conflict with the Attorney's duties under this Contract. If the Executive Director (or designee) finds a conflict, this Contract shall be terminated prior to Attorney entering into any contractual relationship creating such a conflict.

9. INDEMNIFICATION

Attorney agrees to indemnify, defend, and hold harmless IOCS, its agents, officials, and employees from all third-party claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of Attorney and/or its subcontractors, if any, in the performance of this Contract. IOCS will not provide indemnification to Contractor.

10. NOTICES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail, sent by email, or via an established courier / delivery service to the following addresses, unless otherwise specifically advised. All notices, requests or other communications shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, or emailed to the Parties at their respective addresses as set forth below. All notices, requests, or communications shall be deemed effective upon personal delivery, three days following deposit in the mail or the day the email was sent.

Notices to IOCS shall be sent to:
Aaron Johnson, General Counsel
Office of Judicial Administration
251 N. Illinois Street, Suite 1600
Indianapolis, Indiana 46204
legalnotices@courts.in.gov

Notices to Attorney shall be sent to:
_____ (Name)
_____ (Company)
_____ (Address)
_____ (City, State, Zip)
_____ (E-mail)

11. REPORTS

The Attorney, when directed by IOCS, shall provide written reports to IOCS with respect to the services rendered hereunder.

12. STRICT LOYALTY

The Attorney shall avoid all circumstances and actions that would place the Attorney in a position of divided loyalty with respect to the obligations undertaken under this Contract. Attorney shall report to the Executive Director (or designee) if Attorney or someone close to Attorney is involved in or becomes a Party to a lawsuit, or is criminally charged, so the Executive Director (or designee) may determine if there is a conflict or potential appearance of impropriety.

13. COMPLIANCE WITH THE LAW

A. 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 or modification of any applicable state or federal

statute or the promulgation of rules or regulations after execution of this Contract shall be reviewed by IOCS and Attorney to determine whether the provisions of this Contract require formal modification.

B. Although IC §4-2-6 does not apply to the judiciary, Attorney and his/her agents shall abide by the same ethical requirements that apply to persons who have a business relationship with the executive branch of 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, and Executive Order 04-08, dated April 27, 2004. If Attorney has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, including officers or employees of the judiciary, has a financial interest in this Contract, Attorney shall disclose the information to the Chief Justice of Indiana prior to the execution of this Contract. If Attorney or his/her agents violate any applicable ethical standards, IOCS may, in its sole discretion, terminate this Contract immediately upon notice to Attorney without penalty of any kind, including liquidated damages.

C. Attorney certifies by entering into this Contract that he/she/they is not presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Attorney agrees that any payments currently due to the State of Indiana may be withheld from payments due to Attorney. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until Attorney is current in its payments and has submitted proof of such payment to the State of Indiana.

D. Attorney warrants that he/she/they has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and agrees that he will immediately notify IOCS of any such actions. Attorney agrees to immediately notify IOCS if Attorney or its principal(s) is arrested or charged with a crime during the term of this Contract. During the term of such actions, Attorney agrees that IOCS may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. During the term of such actions, Attorney agrees that IOCS may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

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

G. As required by IC 5-22-3-7:

(1) Attorney and any principals of Attorney certify that:

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

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

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

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

in the previous 365 days, even if IC 24-4.7 is preempted by federal law; and

(B) Attorney will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

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

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

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

H. As required by IC § 22-5-1.7, the Attorney swears or affirms under the penalties of perjury that the Attorney does not knowingly employ an unauthorized alien. The Attorney further agrees that:

A. The Attorney shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Attorney is not required to participate should the E-Verify program cease to exist. Additionally, the Attorney is not required to participate if the Attorney is self-employed and does not employ any employees.

B. The Attorney shall not knowingly employ or contract with an unauthorized alien. The Attorney shall not retain an employee or contract with a person that the Attorney subsequently learns is an unauthorized alien.

C. The Attorney shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Attorney that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Attorney agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

14. RECORDS

Attorney shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. Attorney shall make such materials available at the Attorney's home or office at all reasonable times during this Contract and for three years from the date of final payment under this Contract, for inspection by IOCS and/or its

state authorized designees. Copies shall be furnished at no cost to IOCS and/or its state authorized designees upon request.

15. DEBARMENT AND SUSPENSION

Attorney certifies by entering into this Contract that Attorney is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana.

16. SUPERSEDING EFFECT AND MODIFICATION

This Contract supersedes all prior oral or written agreements, if any, between the Parties, and constitutes the entire agreement between the Parties. This Contract may not be modified, supplemented, or amended, except by written agreement signed by both Parties.

17. TERMINATION

Either Party, upon written Notice, may terminate this Contract at any time and for any reason including lack of funding to continue to support this Contract. If this Contract is so terminated, IOCS shall be liable only for the payment of authorized services performed up to and including the date of termination.

18. TAXES

IOCS is exempt from most state and local taxes and many federal taxes. IOCS will not be responsible for any taxes levied on Attorney as a result of this Contract.

19. NONDISCRIMINATION

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Attorney covenants that he/she/they/they 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").

20. PENALTIES/INTEREST AND ATTORNEY'S FEES

IOCS will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, attorney's fees for the resolution of contract

disputes, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, IC 34-13-1 and IC 34-52-2-3.

21. 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.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Attorney. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of Attorney, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

Agreement to Use Electronic Signatures

The parties agree that electronic signatures are permitted but are not required.

In Witness Whereof, Attorney and IOCS have entered into this Contract. The Parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

Indiana Office of Court Services

Attorney

Vicki Davis
Executive Director (Acting)

Name

Date

Date