

**DELAWARE COUNTY COMMISSIONERS
ORDINANCE FOR JUVENILE COURT FAMILY RECOVERY COURT (COURT REFORM
GRANT)**

WHEREAS, the Delaware County Juvenile Court is implementing a Family Recovery Court; and

WHEREAS, the Delaware County Juvenile Court is being awarded funds to implement this program; and

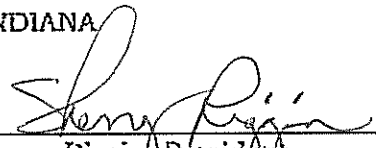
WHEREAS, the Board of Commissioners is supportive of the Delaware Juvenile Court Family Recovery Court receiving these funds and needs to set up a separate fund for the deposit and use of the funds by the Delaware County Juvenile Court.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA:


1. A Separate fund shall be established by the Delaware County Auditor for the purpose of receiving any and all funds for the Delaware County Juvenile Court Family Recovery Court as awarded by the State of Indiana for the Court Reform Grant.
2. Said funds shall reimburse expenses spent and shall be used by the Delaware County Juvenile Court, without appropriation, as per specified by the Delaware County Juvenile Judge.

Passed and adopted by the Board of Commissioners on the 4 day of February, 2019.

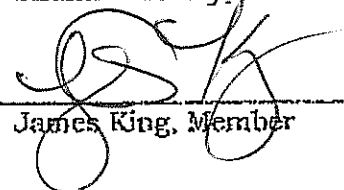
BOARD OF COMMISSIONERS, DELAWARE COUNTY, INDIANA



 Sherry Riggins, President



 Shannon Henry, Vice President

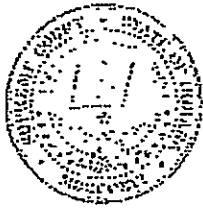


 James King, Member

ATTEST:



 Steven Craycraft, Delaware County Auditor



INDIANA
SUPREME COURT

251 N Illinois St | Ste 800
Indianapolis, Indiana 46204

Office of Judicial Administration

COURTS.IN.GOV

December 21, 2018

The Honorable Kimberly S. Dowling
Delaware Circuit Court 2
100 West Washington St.
Muncie, IN 47305

Dear Judge Dowling:

Your application for a Court Reform Grant has been approved in the amount listed below, for the grant period of January 1, 2019, to December 31, 2019.

Grantee:	Delaware County
Grant #:	19-SA001-C18-001
Award Amount:	\$10,630.00

We were pleased to receive so many applications this year. Although not all could be funded, your request was fully funded. We believe this will enable you to build upon your existing efforts to combat the substance use epidemic within your community.

As a reminder, your award is subject to the 2019 Court Reform grant application, grant agreement, grant terms and conditions, and this grant award letter. Extensions on funding beyond the closing date of the grant period should not be anticipated and every effort should be made to secure local funding for any longer-term costs associated with your project.

If you have any questions about your grant, please contact me or me at michael.common@courts.in.gov. Congratulations on your leadership and innovation in the Indiana judiciary, and for your efforts to improve the service of justice in Indiana.

Sincerely,

Michael Commons

Court Reform Grant Manager

Indiana Office of Court Services

MC

cc: Steven Craycraft, Delaware County Auditor
Edward Carroll, Jr., Delaware County Treasurer
Gwyn Agee, Program Coordinator

GRANT AGREEMENT

This Grant Agreement ("Grant Agreement"), entered into by and between the Indiana Supreme Court, Office of Judicial Administration, Indiana Office of Court Services ("IOCS") and Delaware County Circuit Court 2 – Family Recovery Court (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Grant Funds.

A. The purpose of this Grant Agreement is to enable IOCS to award a grant, in an amount to be determined by IOCS and specified in a Grant Award Letter that is hereby incorporated fully by reference, to the Grantee for eligible costs of the services or project (the "Project") described in the Grant Application (Exhibit A) and Project Terms and Conditions (Exhibit B), which are attached to this Grant Agreement and also incorporated fully by reference.

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

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to IOCS that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee, other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.

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

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

4. **Term.** This Grant Agreement commences on January 1, 2019, and shall remain in effect through December 31, 2019, or until the grant funds are expended, whichever is later.

5. Grant Funding.

A. IOCS shall fund this grant during its Term. The Project Budget is set forth within Exhibit A. The Grantee shall not make substantial modifications to any line item in the Project Budget without the prior written consent of IOCS, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of IOCS.

B. The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by IOCS and this Grant Agreement has been fully approved by IOCS.

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the grant funds is not prohibited by statute or regulation and is permitted by the project terms and conditions set forth in Exhibit B, and IOCS agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide IOCS with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be direct deposited by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will otherwise be processed only upon presentation of a Claim Voucher in the form designated by IOCS. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds, or application of an in-kind match, by project budget line items.

C. IOCS may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to IOCS's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claims must be submitted with accompanying supportive documentation as designated by IOCS.

7. **Project Monitoring by IOCS.** IOCS may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to IOCS or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in the terms and conditions of this Grant Agreement, the grant application in Exhibit A, and the project terms and conditions in Exhibit B;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project, or application of an in-kind match, is in conformity with the amounts for each Budget line item as contained in Exhibit A and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall

performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to IOCS.

8. Audits and Maintenance of Records. Grantee may be required to submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by IOCS or its authorized designee. Copies shall be furnished to IOCS at no cost.

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by IOCS and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State of Indiana as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq. and the regulations promulgated thereunder. If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in this Grant, Grantee shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Grant. If the Grantee or its agents violate any applicable ethical standards, the IOCS may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or to IOCS. The Grantee agrees that any payments currently due to the State of Indiana or to IOCS may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State of Indiana or to IOCS.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify IOCS of any such actions. During the term of such actions, the Grantee agrees that IOCS may suspend funding for the Project.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for IOCS. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with IOCS.

F. The Grantee 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) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, 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 three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

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

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

(A) has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (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 this Grant Agreement even if IC 24-4.7 is preempted by federal law.

10. Employment Eligibility Verification. As required by IC 22-5-1.7, the Grantee hereby swears or affirms under the penalties for perjury that:

A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to IOCS that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien.

D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

11. Funding Cancellation. When the Chief Financial Officer, Office of Judicial Administration, makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Chief Financial Officer that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement shall be final and conclusive.

12. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

13. Information Technology Requirements. If this Grant involves information technology-related products or services, Grantee agrees that any such product or services are compatible with the technology standards, including the assistive technology standard, that can be found at <https://www.in.gov/jot/2394.htm>. IOCS may terminate this Grant if the terms of this paragraph are breached.

14. 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, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant 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 or applicant's: race, color, national origin, religion, sex, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that IOCS is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall 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.

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

- A. Notices to IOCS shall be sent to: (Include contact name and title, agency, mailing and e-mail address)
Indiana Office of Court Services
Attn: Mike Commons, Staff Attorney
251 North Illinois St., Suite 1600
Indianapolis, IN, 46204-1943
michael.commonsoncourts.in.gov

- B. Notices to the Grantee shall be sent to: (Include contact name and title, mailing and e-mail address)
Kimberly Dowling, Judge
Delaware Circuit Court 2
100 West Washington Street
Muncie, IN 47305
kdowling@co.delaware.in.us

C. As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

16. Order of Precedence. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Grant Agreement; (3) exhibits prepared by IOCS; (4) Grant Award Letter; (5) Invitation to Apply for Grant; (6) the Grant Application; and (7) exhibits prepared by Grantee.

17. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle IOCS to suspend grant payments, and suspend the Grantee's participation in IOCS grant programs until such time as all material breaches are cured to IOCS's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to IOCS all funds not spent in conformance with this Grant Agreement.

18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by IOCS whenever, for any reason, IOCS determines that such termination is in the best interest of IOCS. Termination shall be affected by delivery to the Grantee of a Termination Notice, specifying effective date of termination and extent of termination. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. IOCS will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

Non-Collusion, Acceptance

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

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

Grantee

Indiana Office of Court Services

By: _____

By: _____
Justin P. Forkner, Executive Director

Name and Title, Printed
Date: _____

Date: _____

Additional representative (if necessary)
By: _____

For Grants Over \$50,000.00 - Approved by:
Office of Judicial Administration

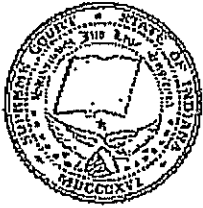
Name and Title, Printed

By: _____ (for)
Jane A. Seigel
Interim Chief Administrative Officer

Date: _____

Date: _____

EXHIBIT A



INDIANA SUPREME COURT
INDIANA OFFICE OF COURT SERVICES
251 NORTH ILLINOIS STREET, SUITE 1600
INDIANAPOLIS, IN 46204

2019 COURT REFORM GRANT APPLICATION
Application Deadline: Friday, November 9, 2018

The Strategic Planning Committee of the Judicial Conference of Indiana has identified four areas of concern for which innovative county- or District-level projects could be focused: combating the substance use epidemic in Indiana; implementing pre-trial release changes under Criminal Rule 26; improving court security; and new ideas and "genius" grants.

The Supreme Court will focus the 2019 Court Reform Grant period on projects that address these four issues. The grant period will run from January 1, 2019, to December 31, 2019.

This is a fillable form, and fields in gray are for data entry. Please complete this application electronically (including signature) and email the completed application—including the 2019 Grant Agreement and the 2019 Court Reform Grant Terms and Conditions—to Mike Commons, at michael.commonsoncourts.in.gov.

Emailed applications must be received by 4:30 p.m. EST Friday, November 9, 2018.

1. This application is being submitted by the judge(s) of the court(s) in:

Delaware County Circuit Court 2

2. Grant Supervising Judge. The judge or judicial officer who will be leading the project and serving as lead contact for notice and other communications is:

Kimberly S. Dowling,

Judge

100 West Washington Street, Muncie, IN 47305

(765) 747-

7784

kdowling@co.delaware.in.us

3. Grant Project Manager. The person who will manage the project at local level and will complete the quarterly reports (due 4/15/19, 7/15/19, 10/15/19, and 1/15/20) is:

Gwyn Agee

Court Reporter/Program Coordinator

3600 West Kilgore Avenue, Suite 511, Muncie, IN 47304

(765) 747-7887

gagee@co.delaware.in.us

4. **Purpose of Court Reform Funds.** Please check the box(es) which indicate the target purpose(s) for which you will use the grant funds.

Combating the Substance Use Epidemic

Courts may request grant funds for projects that combat the substance use epidemic that is affecting all Hoosiers. The projects can be solely within a court and use only Court Reform grant dollars, or they may be coordinated with other community partners within the systems of care and may combine funding from several sources.

Implementing Pre-Trial Release (Criminal Rule 26)

Courts may request grant funds for projects that seek to implement the changes brought about through the amendment to Criminal Rule 26.

Improving Court Security

Courts may request grant funds for projects related to improving security for court staff or others regularly using the court building.

New Ideas / Genius Grants

Courts may request grant funds for innovative projects that don't fit within the other categories. These should be focused on improving the administration of justice, in all its facets.

5. **Project Narrative.** Please describe your proposed project and the way in which it addresses the target purpose(s) identified above. You must include in your narrative a description and explanation of the metrics by which you will assess and report your project's progress towards those purposes.

We are seeking Court Reform Grant funding to implement Family Recovery Court programming for Child in Need of Services (CHINS) cases in Delaware County. The Delaware County Family Recovery Court is an alternative to regular CHINS court. Parents will voluntarily enter the program and agree to increased court participation and intense case management in order to reunite with their children. Initially, case review hearings in front of a judge/magistrate will occur every week and become less frequent as parents progress through the program. Incentives will be awarded to recognize parents' achievements, and graduated responses will be used when parents violate program rules. Each case will have an FRC team that will review parents' participation and recommended services. Substance abuse treatment, counseling, parent education, home-based casework, and assistance with housing and employment are some of the services that will be available to each family.

The mission of the Delaware County Family Recovery Court is to improve outcomes for families impacted by substance abuse by early intervention, judicial monitoring and a collaborative team approach to assist parents in achieving and maintaining sobriety in order to safely reunify families in a timely manner. The specific goals we intend to meet with Family Recovery Court include: (1) improving the outcomes for CHINS parents referred to substance abuse treatment; (2) decrease the

amount of time children spend in out-of-home placement; and (3) reduce the number of parental rights terminations.

We intend to partner with a Program Evaluator to assist in data collection and conducting process, impact and outcome evaluations for our Family Recovery Court. With the implementation of a Family Recovery Court in Delaware County, we hope to see local results mirror national research, which shows that outcomes of Family Recovery Courts are equivalent or even greater for CHINS parents presenting with more serious histories and/or multiple issues. Additionally, we hope that there is a cost savings consistent with national data as a result of greater success through a local Family Recovery Court.

6. **Judicial Commitment.** Will all the judges in the county actively participate in your Court Reform Grant project? No

- If all the judges will not be actively involved, do they endorse the project? Yes

If you are seeking a District plan grant will all the judges in the District actively participate in your Court Reform Grant project? N/A

- If all the judges will not be actively involved, do they endorse the project? N/A

Preference will be given to grant applications which have an expressed commitment from all judges in the county (and District, where applicable).

7. **Coordination with other court-related programming.** Please indicate below any other court-related programming or grants that exist in your county/District:

Unrepresented Litigants programming

Pro Bono programming

GAL/CASA programming

VASIA programming

Court Improvement Program grants

ADR Plan with \$20 increased filing fee pursuant to IC 33-23-6

Problem Solving Courts - Delaware County Adult Drug Court and Veterans Court (Circuit 4)

Family Court Project Grants

Other [please describe]

Briefly state the extent to which those court-related programs will be coordinated with your Court Reform project:

With the receipt of Court Improvement Program grants in 2017-2018, we were able to establish a Planning Committee, which began meeting monthly in January 2018. We have been able to secure funding for a Program Coordinator, partly through our CIP grant, and we anticipate that position beginning in January 2019. CIP grant funds have allowed two of us to attend training through the National Association of Drug Court Professionals and training offered within the state of Indiana. While we aren't actively partnering with Delaware County Adult Drug Court and Veterans Court, we have

consulted with their staff and observed our Drug Court and Veterans Court, as well as other county Family Recovery Courts in Grant County and Marion County. We anticipate our Family Recovery Court becoming a certified Problem Solving Court and meeting needs of adults with pending CHINS cases who do not qualify for Adult Drug Court. We have included our CASA Director and a CASA staff member on our Planning Committee, and we hope to be able to have a dedicated CASA staff assigned to the children involved in FRC cases.

8. Grant Request Amount and Budget.

Request Amount: \$10,630.00

Please use the attached budget chart to submit a proposed budget for the proposed project. Please include a budget narrative to explain your budgeted items in detail. You may attach additional pages if necessary.

Contracted Personnel Services: We are asking for \$3,000 for program evaluation, which will be utilized to hire a qualified person to participate in ongoing planning and implementation of Family Recovery Court and to work on program evaluation activities, including data collection. We have not yet identified a Program Evaluator, but we have initiated discussions regarding program evaluation with Ball State University faculty and a member of our Planning Committee with experience in program evaluation specific to problem solving courts. We do not anticipate that this service will be provided in-kind.

Equipment: We are asking for \$250 for supplies that include a desktop printer (HP Officejet 5255 - appx. \$99), ink cartridges (x2 - appx. \$80).

Travel: We are asking for \$5,830 for travel expenses to attend training for our Family Recovery Court team members. We have received CIP grant funds to cover the cost of membership fees and conference registration fees for the National Association of Drug Court Professionals Annual Conference July 14-19, 2019 in National Harbor for up to 3 team members. We are still in need of funds to cover travel expenses for the NADCP conference and two other training opportunities.

NADCP Conference

Estimated travel costs per person to attend the NADCP conference are as follows:

- Airfare and baggage fees: \$650
- Hotel: \$800
- Shuttle to/from Indianapolis Airport: \$54
- Airport Parking: \$36
- Meals: \$130
- Total estimated travel cost per person: \$1,830 (some costs may be shared, including airport parking, mileage, etc.)

Total request: \$5,490

Problem Solving Court Staff Orientation (2 days, one person)

- Mileage: \$84
- Meals (for 1 person, unless included in conference): \$52

Total request: \$136

Court Services Conference (3 days, one person)

- Mileage: \$126

- Meals (for 1 person, unless included in conference): \$78
 Total request: \$204

Copying and Printing: We are asking for \$300 to copy and bind our Participant Handbooks and copy and laminate our "court bucks," which will be used to purchase incentives.

Training: We are asking for \$250 to fund a day-long Implementation Workshop planned for January/February 2019 for our FRC Planning Committee and service providers. These funds would be used to provide materials and lunch to our participants.

Other Expenses: We are asking for \$1,000 to purchase incentives for positive parent performance. A significant element of Family Recovery Court is providing incentives to participants to recognize parents' achievements. Parents will receive "court bucks" for compliance with program expectations, and they will be able to purchase items from an Incentives Closet that will include small-level incentives such as diapers, toys, bubble wands, \$5 gas cards, books, etc. to higher-level incentives such as basic clothing items, \$20 Walmart gift cards, gift cards for haircuts, etc. We anticipate this amount will allow us to stock our incentives through the 2nd year of the FRC program. We anticipate looking to community-based grants and donations to sustain the FRC Incentives Closet long-term.

9.

Grant Period 01/01/19 to 12/31/19	Court Reform Grant	In-Kind	Other	Total
Personnel Costs:				
Employee Salaries** (include taxes & benefits)				
Program Coordinator			\$45,000	\$45,000
Judge/Magistrate In-Kind		\$19,866.60		\$19,866.60
Contracted personnel services**	\$3,000			\$3,000.00
Total Personnel Costs	\$3,000	\$19,866.60	\$45,000	\$67,866.60
Non-Personnel Costs:				
Rent/Utilities		\$2,500		\$2,500.00
Equipment	\$250			\$250.00
Travel	\$5,830			\$5,830.00
Postage				\$0.00
Copying and printing	\$300			\$300.00
Supplies				\$0.00
Training	\$250		\$3,000	\$250.00
Other Expenses (please specifically list)				
Incentives Expense	\$1,000			\$1,000
Total Non-Personnel Costs	\$7,630.00	\$2,500	\$3,000	\$10,130.00
TOTAL BUDGET	\$10,630.00	\$22,366.60	\$48,000	\$80,996.60
*Please list each position separately and indicate whether full or part time.				
**In the budget narrative, please describe each proposed contract's purpose and amount.				

Additional Comments. Please include any additional comments that you believe would assist the Supreme Court in assessing your application.

Considering conference attendance, meetings, supervision, grant reporting and other FRC tasks, Judge Dowling and Magistrate Yonally will spend an estimated minimum of three hours each week on this project, or an equivalent of approximately \$19,866.60 in in-kind personnel costs.

We have been awarded Court Improvement Program grant funds for 2018-2019 as follows: \$45,000 basic grant funds for our Family Recovery Court Program Coordinator and \$3,000 training grant funds for the NADCP conference registration and membership fees.

10. **Certification.** I have read the foregoing application and attached proposed budget, and I certify that the statements therein are correct. If awarded a grant under this proposal, I agree to use the funds in the manner outlined in this application and in accordance with the 2019 Court Reform Grant Agreement and 2019 Court Reform Grant Terms and Conditions.

Kimberly S. Dowling

Name of Grant Supervising Judge

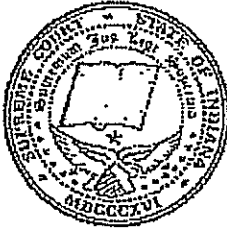
Signature

E-Signature of Grant Supervising Judge

Date

Date

EXHIBIT B



INDIANA SUPREME COURT
INDIANA OFFICE OF COURT SERVICES
251 NORTH ILLINOIS STREET, SUITE 1600
INDIANAPOLIS, IN 46204

2019 COURT REFORM GRANT TERMS AND CONDITIONS

If awarded a grant under this proposal, I agree to the following:

1. **Use and maintenance of grant funds, and modification of use.** Grant funds may be used only for the purposes listed in your Court Reform Grant Application. A request to amend the purpose for which the grant funds may be spent shall be filed in writing with the Indiana Office of Court Services ("IOCS") for approval. Grant funds will revert to the Title IV-D Fund if not spent within the grant period, unless an extension has been requested and approved in advance.
2. **Disbursement of CRG funds.** To receive CRG funds, the grantee county or district must complete a Cash Request Form and attach any documentation of expenses. This form should be submitted to the IOCS for approval and funds will be made payable via ACH deposit to the County Treasurer, unless approved otherwise.
3. **Quarterly financial reports.** The grantee county or district will submit quarterly financial reports on forms provided by and on a schedule determined by the IOCS. Forms for the quarters ending 3/31/19, 6/30/19, 9/30/19, and 12/31/19 will be due to the IOCS on 4/15/19, 7/15/19, 10/15/19, and 1/15/20, respectively. Financial reports will contain data on personnel and other expenditures and revenue sources. The project will not deviate from its proposed budget without prior written approval from the IOCS, and the Indiana Supreme Court may request the return of unspent funds for a recipient county's or district's failure to submit timely quarterly financial reports.
4. **Grant closing report.** The grantee county or district will submit a grant closing report by 2/1/20, or later if approved by an extension of the project's completion date.

Name of Grantee Supervising Judge

County

E-Signature of Grant Supervising Judge

Date