

**Town of Whitestown**

**Proposal/Agreement for Services**

**for**

**HR Consulting Services**

**from**



**Date: July 8, 2019  
Version: 2.0**

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## **Project Overview**

The Town of Whitestown has requested the services of New Focus HR, LLC with regards to various human resources challenges that they are trying to resolve within their organization. New Focus HR, LLC has prepared the following project outline based on our current understanding of the needs of the Town of Whitestown. If changes to the project scope should change, New Focus HR, LLC will prepare a change letter detailing out any resulting impact on deliverables or fees.

### ***Outsourced Human Resource Consulting Services***

New Focus HR, LLC may act as the outsourced human resource consulting firm for the Town of Whitestown. Initial scope of services may include the mentoring of an internal HR professional, the implementation of and/or review of current policies and practices, and assisting with or conducting tasks not limited to the following:

- recruiting processes and procedures,
- conducting new hire onboarding sessions,
- assisting with employee relations challenges,
- job description creation or review,
- personnel file maintenance,
- salary ordinance review and recommendations,
- performance management creation or review,
- HR compliance,
- compensation and benefits review and guidance,
- conducting of exit interviews,
- conducting of terminations,
- assisting with workers' compensation issues and claims,
- assisting with unemployment claims assistance,
- etc.

The above list is not all-inclusive or restrictive. Ongoing assistance in each area may include telephone consulting services and/or representation with employees and/or outside entities on behalf of the Town of Whitestown at the request of the Town Manager.

### ***Logistics:***

- The Town of Whitestown will provide the Consultant with all information relative to the project that is being worked on at the time on behalf of the organization, to include: current HR-related policies, procedures, payroll information, etc.
- The Town of Whitestown will provide a workspace in their offices for the Consultant when they are onsite. All other work will be completed at the New Focus HR Offices.

## Cost Summary and Signatures

Proposal/Agreement for Services – Expires sixty days from 07/08/2019, unless fully executed by both parties.

Project	Cost Estimate
<b>HR Consulting Services</b>	
<b>Outsourced HR Consulting Services</b> - to include assisting with human resource challenges and tasks as outlined on page two.	<b>\$150.00/per hour (billed to the closest ½ hour)</b>

**ASSUMPTIONS**

New Focus HR will provide HR consulting services at the time that the proposal becomes a signed agreement for services and ending on an agreed to date. Outsourced HR consulting services will be invoiced near the end of the month for services rendered during that month. Client agrees to pay the invoices in accordance with their Town’s claims processing (see terms and conditions).

**SIGNATURES**

The below signatories legally represent their organization and are obligated to contractually commit their municipality to this agreement in total which includes Attachment A.

**Town of Whitestown**

Organization’s Name

\_\_\_\_\_  
Signature

**Jason Lawson, Town Manager**

Officer Name and Title

\_\_\_\_\_  
Date

**New Focus HR, LLC**

Company Name

*Kristen Deutsch*  
Signature

**Kristen Deutsch, M.B.A., CCP**

**President**

Officer Name and Title

**07/08/2019**

Date



## Attachment A

### TERMS AND CONDITIONS

This Agreement is made effective as of July 8, 2019 by and between the Town of Whitestown and New Focus HR, LLC. All information written in the Town of Whitestown Uniform Service Agreement Addendum as attached to this document supersedes all information as written within this document, where applicable.

In this Agreement, the party who is contracting to receive services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "New Focus HR".

New Focus HR has a background in human resources and is willing to provide services to Client based on this background. Client desires to have services provided by New Focus HR.

Therefore the parties agree as follows:

#### 1. DESCRIPTION OF SERVICES.

New Focus HR will provide HR consulting services at the time that the proposal becomes a signed agreement for services and ending on and agreed to date. New Focus HR will provide the following services (collectively, the "Services"): HR consulting services as described on page two of this document.

#### 2. PERFORMANCE OF SERVICES.

The manner in which the Services are to be performed and the specific hours to be worked by New Focus HR shall be determined by the New Focus HR and as agreed to by the Client.

#### 3. PAYMENT.

Client will pay a fee to New Focus HR for the Services as detailed on page three of this document.

A. Invoice. Outsourced HR consulting services will be invoiced near the end of the month for services rendered during that month.

B. Payment Period. Client agrees to pay the invoice(s) in accordance with the Town's claims processing.

C. Late Payments and Charges. If for any reason payment is not made when due (no later than sixty days after the receipt of the invoice), a late fee will be added to the total invoice charges at the rate of 1.5% per month (18% annually). New Focus HR shall also charge \$100.00 for each payment that is not cleared by the bank for any reason, including insufficient funds in client's account to cover the amount of the check. Client agrees to pay all costs of collection, including reasonable attorney's fees and Client waives presentment, demand, notice and protest.

If for any reasons payment is not made when due, Client agrees that New Focus HR will have the right to immediately terminate services. Such termination shall be effective on the last day for which New Focus HR has provided services for the Client under the terms of this Agreement.

#### 4. EXPENSE REIMBURSEMENT.

Client will pay all necessary travel expenses to and from an agreed to meeting site, outside of 100 miles from the New Focus HR offices, to include mileage, airline tickets, hotel rooms, etc. unless otherwise noted. In addition, travel time at the rate of ½ of the hourly consulting rate outside of 100 miles from the New Focus HR offices. New Focus HR shall invoice client for any other expenses (i.e. office supplies, etc.) incurred by them and agreed to by Client. The current Internal Revenue Service (IRS) rate will be invoiced for all mileage expenses.

#### 5. SUPPORT SERVICES.

As appropriate quality review meetings may be called to review performance and the working relationship between the Client and New Focus HR. Such meetings may be scheduled after a signed agreement has been received by New Focus HR and for one week following the termination of this agreement. Client agrees to pay New Focus HR at the rate of \$150 per hour for all quality review meetings with the Town Manager, if needed.



## Attachment A - Continued

### 6. NEW PROJECT APPROVAL.

The client recognizes that New Focus HRs services will be limited to the scope defined within this proposal. New Focus HR shall obtain the approval of the Client prior to the commencement of a new project.

### 7. TERMINATION.

This is an agreement that shall terminate with 15 days written request by either party, outside of the payment terms to New Focus HR, as described in section 3 above. Client agrees to pay for any undisputed services up to termination.

### 8. RELATIONSHIP OF PARTIES.

It is understood by the parties that New Focus HR is an independent contractor with respect to the Client, and not an employee of the Client. The client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of New Focus HR employees.

With respect to the services provided by New Focus HR, New Focus HR is an independent contractor. Employees provided by New Focus HR hereunder shall receive compensation and benefits to which they may be entitled from New Focus HR and are not eligible for any benefits provided to employees of Client during such assignment. The parties agree that the employees provided by New Focus HR shall not be considered Client's employees for any purposes whatsoever. New Focus HR will make all appropriate tax, social security, Medicare, and other withholding deductions and payments, and all appropriate unemployment tax payments, in connection with the employees provided by New Focus HR hereunder.

New Focus HR shall not make any strategic, operational or other business related decisions regarding the Client's business. Such decisions shall exclusively be the responsibility of the Client. New Focus HR shall bear neither responsibility nor liability for any actions or inactions by Client. When implementing such decisions, Client shall be acting solely on its own volition and responsibility.

### 9. INSURANCE.

New Focus HR acknowledges the obligation to carry appropriate insurance coverage for the benefit of their employees. New Focus HR waives any rights to recovery from the client for any injuries that may be sustained while performing services under this Agreement and that are a result of the employees own negligence.

New Focus HR agrees to carry the following insurance coverage during the term of this agreement: Worker's compensation as required by the laws of the state in which the services are being performed and comprehensive general liability and property damage insurance with combined bodily injury and property damage limit of \$1,000,000 for each occurrence.

### 10. INDEMNIFICATION.

Client agrees to indemnify, defend, and hold New Focus HR and anyone personally or professionally affiliated with the company harmless from and against any and all liabilities, expenses (including court costs and reasonable attorney's fees), and claims for damage of any nature what so ever, whether known or unknown as though expressly set forth and described herein, which the Indemnified parties may incur, suffer, become liable for, or which may be asserted or claimed against the Indemnified Parties as a result of (i) any action or inaction of Client, or (ii) (without limiting the foregoing) any breach by Client of, any noncompliance by Client with, or misrepresentation by Client made or deemed made under or in connection with, this Agreement.

### 11. INTELLECTUAL PROPERTY.

All documents, including records, programs, data, film, tape, articles, memos, and other materials, created or developed under this Agreement, shall be considered "work for hire" and New Focus HR transfers any ownership claim to the Client and all such matters will be the property of the Client. Use of these materials, other than related to contract performance by New Focus HR, without the prior written consent of the Client, is prohibited. During the performance of the services specified herein, New Focus HR shall be responsible for any loss or damage to these materials developed for or supplied by the Client and used to develop or assist in the services provided herein while the materials are in the possession of New Focus HR. Any loss or damage thereto shall be restored at New Focus HR's expense. Full, immediate, and unrestricted access to the work product of New Focus HR during the term of this Agreement shall be available to the Client. Notwithstanding the foregoing, New Focus HR shall be entitled to retain a set of its work papers in accordance with professional standards.



## Attachment A - Continued

In the event the Client subsequently uses the documents or materials without retaining the services of New Focus HR, the Client releases the New Focus HR only from claims and causes of action arising from such subsequent use, but not under the services of this Agreement. The Client to the extent permitted by law, further agrees to indemnify and hold harmless New Focus HR from claims and causes of action asserted by any third person or entity to the extent such arises from the Client's subsequent use of the documents or materials under this Section.

Notwithstanding the foregoing, it is understood and agreed that New Focus HR shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by New Focus HR prior to, or acquired by New Focus HR during the performance of this Agreement and the same shall not be deemed to be work product or work for hire and New Focus HR shall not be restricted in anyway with respect thereto.

### 12. CONFIDENTIALITY.

Neither New Focus HR nor Client shall disclose or use for any purpose other than the performance of services or its obligations under this Agreement any and all trade secrets and other confidential or propriety information disclosed to the receiving party by or on behalf of the disclosing party ("Confidential Information") or developed and/or discovered by the receiving party as a result of the performance of Services or using Confidential Information (all of the foregoing together with Confidential Information, collectively "Information"). This obligation of non-disclosure and non-use shall not apply to Confidential Information which the receiving party can demonstrate: (i) at the time of disclosure is or thereafter becomes available to the public through no breach of this Agreement by the receiving party; (ii) as shown by written records, was known to or otherwise in the possession of the receiving party prior to receipt of such Confidential Information; (iii) is obtained by the receiving party from a source other than the disclosing party and other than one who would be breaching a commitment of confidentiality or non-use of the disclosing party; or (iv) as shown by written records, is developed by the receiving party independently of any disclosure of Confidential Information made hereunder.

To the extent that the receiving party is required, whether by statute, regulation, law or order of a court of competent jurisdiction, to disclose any Information the disclosure of which is prohibited under this Agreement, the receiving party shall provide the disclosing party with prompt written notice of any such requirement as to permit New Focus HR or Client to seek a protective order or other appropriate remedy and will disclose only that portion of Information which counsel advises is legally required to be disclosed. Upon the earlier of expiration or termination of this Agreement, the receiving party shall, if requested by the disclosing party, return or destroy all Information and copies of extracts thereof. The non-owning party may retain one (1) copy for archival purposes.

### 13. UNAUTHORIZED DISCLOSURE OF INFORMATION.

If it appears that either party has disclosed (or has threatened to disclose) Information in violation of this Agreement, both shall be entitled to an injunction to restrain the other from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. Either party shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

### 14. CONFIDENTIALITY AFTER TERMINATION.

The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement for both parties.

### 15. RETURN OF RECORDS.

Upon termination of this Agreement, New Focus HR shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in New Focus HRs possession or under New Focus HRs control and that are the Clients' property or relate to the Clients' business, to the Town Manager.

### 16. NOTICES.

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

## Attachment A - Continued

If for Client: Jason Lawson, Town Manager  
Name of Person and Title  
6210 Veterans Drive, Whitestown, IN 46075  
Address

If for New Focus HR: Kristen Deutsch, M.B.A., CCP, President  
Name of Person and Title  
P.O. Box 361207, Indianapolis, IN 46236  
Address

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

### 17. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between parties. This Agreement shall not be modified in any way, except by written agreement signed by both parties.

### 18. AMENDMENT.

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

### 19. SEVERABILITY.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

### 20. WAIVER OF CONTRACTUAL RIGHT.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every provision of this Agreement.

### 21. APPLICABLE LAW.

This Agreement shall be governed by the laws of the State of Indiana in Marion County, Indiana.

### 22. ASSIGNMENT.

This Agreement shall not be transferred or assigned without the written consent of both parties.

### 23. OBLIGATION OF AGREEMENT.

The provisions of this Agreement shall be binding upon the parties and their respective successors and assigns.

### 24. HEADINGS.

The headings in this Agreement are intended for convenience or reference and shall not affect its interpretation.

### 25. LEGAL EXPENSES.

If legal actions or other proceedings, including arbitration proceedings, are brought for the enforcement of this Agreement or because of an alleged breach default or misrepresentation in connection with the provisions hereof, the prevailing party shall be entitled to recover his reasonable attorney's fees and other costs incurred in such action or proceeding from the unsuccessful party in addition to any other relief to which he may be entitled.



## Consultant's Biographies

### **Kristen Deutsch, M.B.A., CCP**

*President/Sr. HR Consultant*

Kristen Deutsch has over 25 years of management and human resources experience. She received her B.S. from Michigan State University and an M.B.A. from Indiana Wesleyan University. She is currently President of New Focus HR, LLC. New Focus HR, LLC is certified as a Women's Business Enterprise through the Women's Business Enterprise National Council (WBENC) and the State of Indiana.

Kristen has worked in many business areas including academia, financial services, health care, hospitality, manufacturing, utilities and other customer service related industries. She has worked as a Human Resources Manager for Biosound, Methodist Occupational Health Centers, Banc One, United Pentek, Engledow Group, the Indiana University School of Medicine and most recently as an HR consultant at Professional Staff Management, Inc. and Tilson HR.

Kristen's experiences in the human resources field includes benefits, compensation, employee relations and compliance, labor/union relations, immigration law, workers' compensation, organizational design/change management, executive coaching, staffing/recruitment and training and development. She has continued her excellence in the HR profession by attaining her certification as a Certified Compensation Professional (CCP) through the WorldatWork Society, Scottsdale, Arizona, and as a trainer for Development Dimensions International (DDI), Pittsburgh, Pennsylvania, in their Interaction Management/Skills for an Empowered Workforce Program. Kristen has also done extensive training and development in the areas of business communications, time management, sexual harassment, diversity, management and supervisory skills, team building and behavioral interviewing.

Kristen is currently a member of the Society for Human Resources Management (SHRM) and WorldatWork.

### **Kathi Walker, PHR, SHRM-SCP**

*Sr. HR Consultant*

Kathi Walker has been with New Focus HR, LLC, since May of 2017. She is a graduate of Indiana Wesleyan University, Marion, Indiana, with a bachelor's degree in Music Education. She spent over 16-years working for the Free Methodist World Missions/Free Methodist Church, U.S.A., as the Training & Development Coordinator for seven-years and then as the Director of Member Care. Her primary focus was on providing care, communication, intervention, training, resourcing and crisis management for employees and their families, so that they were better able to thrive physically, emotionally, psychologically, intellectually and spiritually in their cross-cultural assignments around the world. She brings her training and development, as well as crisis management and coaching skills to New Focus HR. Kathi's main area of concentration with New Focus HR, is in the development of job descriptions and organizational charts, employee handbooks, conducting employee training sessions, investigations and exit interviews, and assisting with resolving employee relations issues for our clients. Kathi received her Professional in Human Resources (PHR) from the Human Resource Certification Institute (HRCI) and her certification from the Society of Human Resources Management (SHRM) as a Senior Certified Professional (SHRM-SCP). Kathi is also a member of the Society for Human Resources Management (SHRM). Kathi enjoys music, travel, and spending time with family and friends.

### **Patrick McKenna, SHRM-CP**

*HR Consultant*

Patrick McKenna has been with New Focus HR since May of 2015. He is a graduate of St. Mary's University, Winona, Minnesota, with a bachelor's degree in Human Resources. Patrick's main area of concentration with New Focus HR, is in the development of job descriptions and organizational charts, employee handbooks, and other client deliverables, as well as in conducting our client's background checks. Patrick has earned his designation from the Society of Human Resource Management (SHRM) as a Certified Professional (SHRM-CP) and is a member of the Society for Human Resource Management (SHRM). Patrick enjoys cycling and spending time with family and friends.

## References

- 1.) Monte Poling, City Manager or  
Jan Walters, Clerk-Treasurer  
City of Union City  
115 N. Columbia Street  
Union City, IN 47390  
  
(765) 964-6534 office  
(937) 459-7833 Monte's cellular  
[citymanager@unioncity-in.gov](mailto:citymanager@unioncity-in.gov)  
[cityclerk@unioncity-in.gov](mailto:cityclerk@unioncity-in.gov)
- 2.) Brad Zellers, Town Manager or  
Melanie Berger, Clerk-Treasurer  
Town of Winamac  
120 W. Main Street  
Winamac, IN 46996  
  
(574) 946-3451 office  
[townmanager@townofwinamac.ocom](mailto:townmanager@townofwinamac.ocom)  
[clerk@townofwinamac.com](mailto:clerk@townofwinamac.com)
- 3.) Bri Lautzenheiser  
Deputy Clerk-Treasurer – Human Resources  
City of Bluffton  
128 E. Market Street  
Bluffton, IN 46714  
  
(260) 824-1299 office  
[Clerk4@ci.bluffton.in.us](mailto:Clerk4@ci.bluffton.in.us)
- 4.) Phyllis Whitright, Clerk-Treasurer or  
Wendi Gephardt, Deputy Clerk-Treasurer  
City of Decatur  
172 N. Second Street  
Decatur, IN 46733  
  
(260) 724-4307 office  
[pwhitwright@decaturin.org](mailto:pwhitwright@decaturin.org)  
[wgephardt@decaturin.org](mailto:wgephardt@decaturin.org)
- 5.) Barbara Hawn  
Clerk-Treasurer  
City of Ligonier  
301 S. Cavin Street, Suite 2  
Ligonier, IN 46767  
  
(260) 894-4113 office  
[bhawn@ligonier-in.gov](mailto:bhawn@ligonier-in.gov)
- 6.) Joe Wellman  
Mayor  
City of Washington  
200 Harned Avenue  
Washington, IN 47501  
  
(812) 254-5575 office  
[mayor@washingtonin.us](mailto:mayor@washingtonin.us)



**TOWN OF WHITESTOWN  
UNIFORM SERVICE AGREEMENT ADDENDUM**

New Focus HR, LLC  
Service Provider

Human Resources Consulting  
Type of Service

This Uniform Service Agreement Addendum is between the Town of Whitestown, Whitestown Municipal Utilities, and/or its agencies (collectively, "Whitestown") and New Focus HR, LLC ("Provider"), and is regarding the terms and conditions of service to be rendered by Provider.

The following terms are incorporated into and shall supersede all inconsistent, contrary, or limiting terms in any contract, terms of service, product terms and conditions, operating agreement, or similar provisions that would govern or control the relationship of Whitestown and Provider or the provision of services by Provider. Provider is hereby put on notice that no agent of Whitestown is authorized to enter into a service agreement without incorporating the terms herein, and Whitestown accordingly is not bound by any service agreement/terms or liable to Provider, except in quantum meruit, unless all parties are bound by the terms herein, regardless of execution hereof.

1. Provider shall ensure that any confidential information, including but not limited to names, social security numbers, addresses, banking or financial information and/or other information deemed confidential by applicable laws, statutes, ordinances, and/or regulations, or otherwise not generally known and available to the public, is protected from disclosure to any unauthorized person or entity, unless otherwise required by federal, state, or local law, regulation, court order, legal process, or governmental investigation. Confidential information obtained by Provider as a result of services rendered to Whitestown may not be disseminated by Provider without the express written consent of Whitestown.

2. Provider shall comply with and obey all laws, regulations, ordinances, or orders of any governmental authority or agency relating to or regarding the provision of services by Provider to Whitestown.

3. Provider shall not discriminate against any worker, employer, or applicant for employment or any member of the public because of race, color, religion, gender, national origin, ancestry, age, disability, disabled veteran status, or Vietnam-era veteran status, nor commit any unfair employment practices.

4. Nothing shall be construed to create an employment relationship between Provider and Whitestown, or to place Whitestown in the relationship of the employer of, or grant Whitestown the right to direct or control employees of, the Provider.

5. Provider shall permit Whitestown and its duly authorized representatives, at Whitestown's sole cost and expense, to examine and cause to be made a complete audit, during normal business hours, of any and all records and reports which relate to the Provider's performance of its obligations or services to Whitestown.

6. Following the occurrence of any default, breach, other failure to perform requisite services, or an act of

negligence or misconduct causing damage to Whitestown, by Provider or any of its employees, agents, or contractors, Whitestown shall have every remedy now or hereafter existing at law or in equity or by statute or otherwise which may be available to Whitestown. Provider shall also pay all reasonable attorneys' fees incurred or imposed on Whitestown or any of its respective officials, agents, or employees in connection herewith in the event that the Provider defaults, breaches, or fails to perform requisite services.

7. Provider shall indemnify, defend, exculpate, and hold harmless Whitestown and its officials, employees, representatives, or agents from any and all liability due to loss, damage, injury, or other casualties of whatsoever kind or by whom so ever caused to the person or property of anyone resulting from the performance, breach, default, or negligence by Provider or arising out of or relating to any and all acts or omissions of the Provider or its employees, contractors, and agents.

8. Provider shall not assign its responsibility to Whitestown or any portion thereof without the prior written approval of Whitestown.

9. This Addendum may be amended, modified, supplemented, or waived only by a written instrument signed by Whitestown and Provider, following a full vote by the legislative body of Whitestown for the express purpose of revising this Addendum. Additional agreements, extensions, modifications, or addendums, including unilateral attempts to amend or impose additional terms on Whitestown, shall be subordinated to the terms herein.

10. If any action at law or in equity shall be brought to recover any sum due Whitestown from Provider or for on account of any breach of Provider's obligations to Whitestown, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed

by the court and shall be made a part of any judgment or decree rendered.

11. This Addendum and any rights and obligations between Whitestown and Provider shall be governed, construed, and enforced in accordance with the laws of the State of Indiana without regard to principles of conflict of laws of such state. Any disputes between the parties shall be brought in a court sitting in the State of Indiana, and any provision requiring alternative dispute resolution or arbitration shall be void. Whitestown shall not be subject to the jurisdiction of the court of any other state by virtue of its relationship with Provider.

12. No official director, officer, employee, or agent of Whitestown shall be charged personally by Provider, its employees, or agents with any liabilities or expenses of defense or be held personally liable to Provider under any term or provision or because of the execution of any agreement or addendum or because of any default by Whitestown.

Date: \_\_\_\_\_

13. Any obligation of Whitestown shall be subject to sufficient appropriations as provided by Indiana law.

14. Absent negligence, Whitestown will not be liable for any damage resulting from an event of force majeure, including but not limited to a strike, vandalism, power failure, lock out, labor dispute, embargo, flood, earthquake, storm, dust storm, lighting, fire, epidemic, act of God or nature, war, national emergency, civil disobedience, riot, act of sabotage or terrorism, restraint by court order or order of another governmental authority, or any other unexpected and/or uncontrollable events. Whitestown shall further not be liable for any consequential damages.

15. Provider shall enroll in and verify the eligibility status of all newly hired employees of Provider through the E-Verify program as outlined in I.C. § 22-5-1.7; however, Provider is not required to verify the work eligibility status of all newly hired employees of Provider through the E-Verify program if the E-Verify program no longer exists.

\_\_\_\_\_  
Whitestown

BEING FIRST DULY SWORN ON MY OATH, I AFFIRM UNDER THE PENALTIES OF PERJURY THAT PROVIDER DOES NOT KNOWINGLY EMPLOY AN UNAUTHORIZED ALIEN.

Date: 07-08-2019

STATE OF Indiana )  
 )SS:  
COUNTY OF Marion )

New Focus HR, LLC  
Provider  
Kristen B. Deutsch, President

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kristen Deutsch, who acknowledged the execution of the foregoing.

WITNESS my hand and notarial seal this 8<sup>th</sup> day of July, 2019.

Danielle Carl  
Notary Public

Danielle Carl  
Printed Name

My Commission Expires: 02-02-2025

County of Residence: Marion

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