



March 4, 2022

[REDACTED]
[REDACTED]
[REDACTED]

Via email to: agoing@adhope.org

Re: Engagement to Conduct Review and Investigation

Dear Rev. Going,

This will confirm that you have asked Grand River Solutions, Inc., ("GRS") to conduct a review and, if requested, an investigation as detailed below for the Diocese of Christ Our Hope ("Diocese"). This letter sets forth the terms and conditions that GRS proposes for the engagement. When signed by you or an authorized individual on behalf of the Diocese, this letter will become the agreement between the Diocese and GRS for services and the payment of fees and expenses related to them.

1. Parties. The parties to this letter agreement (the "Agreement") are GRS and the Diocese. It is binding on the Diocese's successors and assigns, if any. GRS represents that the assigned GRS professionals will have received trauma-informed and that the assigned professionals regularly maintain up-to-date training skills.

2. Services to be Rendered, upon request by the Diocese, during the term of this Agreement:

- a. Review of Current Files/Materials: Review previous report and, if available, investigation file and any supportive documentation, to determine whether processes used comport with best practices for conducting investigations. If it is determined that the investigation was not neutral, thorough, nor conducted in keeping with proper investigation practices, GRS will then determine whether some of the statements or evidence gathered can be used as part of a subsequent investigation, or whether entire investigation will need to be re-done. GRS will then debrief with appropriate Diocese administrators to determine next steps.
- b. Investigation: Depending upon status of initial review, and if requested by the Diocese, GRS will then conduct thorough, neutral, and trauma-informed investigation with specific scope identified by the Diocese. GRS will then prepare written investigation report with factual findings.

approved in advance by the Diocese. GRS will provide the client with receipts for all approved expenses. Should travel be required, the Diocese will reimburse GRS for all reasonable out-of-pocket expenses incurred in connection with the engagement, such as airfare (not to include First Class), hotel, mileage, meals, parking, ground transportation, and related travel costs.

8. Billing Statements. GRS will bill the Diocese monthly. The billing statement will show the time spent on the Diocese's behalf and any expenses incurred. Payment is due upon presentation of the billing statement, but in no event later than 30 days from the presentation of the billing statement. The Diocese agrees that the billing statements may be sent by email. If the Diocese has any questions about the billing statements, please immediately contact GRS so that any concerns can be promptly resolved.

Billing Statements should be sent to: _____
Email address: _____

9. Deposit. GRS will not be requiring a deposit.

10. Related Post Project-Completion Services. If GRS is asked by the Diocese or required to prepare for and/or testify at deposition, trial or arbitration as a result of services rendered under this Agreement, or if GRS must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of the services performed for the Diocese in a matter to which GRS is not a party, the Diocese agrees to pay GRS for all time expended (including preparation time) at GRS's regular hourly rates and to reimburse GRS for reasonable costs and expenses incurred at the Diocese's request, whether or not the service has been concluded.

[REDACTED]

12. No Guarantees. Given the nature of the engagement, GRS cannot make, and has not made, any representation or guarantee concerning the potential outcome of any service, nor does GRS make any representation or guarantee as to the total fees or

costs that may be incurred. The Diocese understands that its obligation to pay fees and costs does not depend on the outcome of any services provided.

13. Termination. The Diocese has the right to terminate GRS's services at any time. GRS also has the right to withdraw from rendering services under this Agreement if, among other things, the Diocese fails to honor the terms of this Agreement, fails to make payment of any billing statement(s) in a timely manner, fails to cooperate, or if any fact or circumstance occurs that would, in GRS's view, render continuing service unlawful or unethical, provided, however, any withdrawal must be legally permissible. Notwithstanding termination of GRS's services, the Diocese's obligations under the provisions of paragraphs 5, 6, 7, 10, 11, 14, 15, 16, 17 and 18 survive, and the Diocese remains obligated to pay for all services provided and to reimburse all costs and expenses paid or incurred prior to the date of such termination or which are incurred thereafter as provided for herein.

14. Dispute Resolution. If the Diocese becomes dissatisfied with GRS's charges or services, it will immediately bring its concern to GRS's attention so that the Parties can resolve it in good faith.

15. Files and documentation. Upon completion of the work required, GRS shall provide to the Diocese all documents gathered, including emails sent and received, in a format agreeable to the Diocese. Once received by the Diocese, GRS is not responsible for the maintenance of any such documentation or files and will not maintain those files.

16. Authority. The undersigned parties warrant and represent that (a) they have the right and power to enter into this Agreement and to perform all of its obligations hereunder, and (b) this Agreement, when executed and delivered by the party, will be a legal, valid and binding obligation enforceable in accordance with its terms.

17. Entire Agreement. This Agreement contains the entire agreement between the parties. It may not be altered, modified, or amended except by a subsequent written agreement signed by the Diocese and GRS. The Diocese acknowledges that no promises have been made other than those stated in this Agreement.

18. Severability. If any provision of this Agreement is held unenforceable in whole or in part, for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

19. Counterparts. This Agreement may be executed in counterparts, and an electronic copy shall be fully binding as if it were an original.

20. Assignment. Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party.

If these terms and conditions meet with your approval, please indicate the Diocese's acceptance by signing and returning a copy of this letter. Ms. Shipper's signature below constitutes GRS's agreement.

Please do not hesitate to call me if you have any questions.

Very truly yours,

Jody Shipper, Managing Director
Grand River Solutions, Inc.

I am authorized to, and hereby agree to the terms and conditions of this Agreement:

The Diocese of Christ Our Hope

[authorized representative]

Date