

AMENDMENT #1
CHILD PLACING AGENCY CONTRACT
Contract # [REDACTED]

This is the First Amendment ("Amendment #1") to the Professional Services Contract (the "Contract") entered into by and between the Indiana Department of Child Services ("DCS" or the "State") and [REDACTED], an Indiana licensed child placing agency (the "Contractor") approved by the last State signatory on [REDACTED], 20[REDACTED].

This document may be used only to amend contracts form approved by the Office of the Attorney General on November 25, 2019 and assigned FA #19-76.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. Definitions.

All terms or acronyms defined in the Contract shall continue to have the same meaning in this Amendment #1, unless otherwise defined in this Amendment #1.

2. Extension of the Contract.

The Contract is hereby extended for an additional period of two (2) years. It shall terminate on December 31, 2023.

3. Duties of the Contractor.

The first paragraph in Clause 1.H(4) [Information to be supplied by the Placing Agency] of the Contract is hereby deleted in its entirety and replaced with the following:

"At the time of placement or within six (6) business days thereafter, the Placing Agency is required to furnish the Contractor with all pertinent information that relates to the Child and the Child's care and treatment while placed with the Contractor if such information exists. The Contractor shall work diligently with the Placing Agency to facilitate the transfer of this information. The Contractor shall request such documentation every seven (7) days, starting on the seventh day after Child's placement, from the Placing Agency if the documentation is not provided within the initial six (6) days of placement. If this documentation is not provided by the Placing Agency within the initial six (6) days of the Child's placement, on the seventh day after the Child's placement, the Contractor shall send the Child's FCM or probation officer a written request for such information and include the FCM's or probation officer's supervisor in the request. If the information is still not produced, the Contractor shall continue sending written requests for the information every seven (7) days to the Child's FCM or probation officer and include the respective supervisor(s), as well as additional levels of DCS leadership (Division Manager, Local Office Director, Regional Manager, etc.), until the information is received. Such information will include:"

4. Insurance.

A. Subsection 28.A(5) of the Contract is hereby deleted in its entirety and replaced with the following:

"(5) No later than July 1, 2022, the Contractor shall provide proof to State representative listed in Section 34.A(1) of the Contract that Contractor has obtained cyber liability coverage of not less than \$1,000,000 in the aggregate."

B. The following Subsection 28.A(6) is hereby added to the Contract:

“(6) The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC Ch. 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.”

5. Criminal and Background Checks.

Section 50 [Criminal and Background Checks] of the Contract is hereby amended by adding the following language as the first paragraph of Section 50:

“To ensure Contractor remains in compliance with the Contract, Contractor shall be responsible for modifying its practices to comply with all applicable federal and state laws, administrative letters, DCS Policies 13.3 and 13.4, which includes, but are not limited to the following:”

6. Replacement of Attachment 1 to the Contract, as amended.

Attachment 1 of the Contract is hereby superseded and replaced in its entirety with the updated **Attachment 1**, attached hereto and fully incorporated herein. All references in the Contract, as amended, to Attachment 1 shall now mean and refer to this **Attachment 1**.

7. **[Add “Notice to Parties.” as the heading and the following sentence only if you are amending subsection 34.A(2) of the Contract. If you are not amending subsection 34.A(2), please do not add the heading and delete this subsection from this Amendment.]**

“At 34.A(2), delete the Contractor’s notice contact and to replace it with the following:

2. Notices to the Contractor shall be sent and/or e-mailed to:

**(Contact name)
(Contact title, if applicable)
(Name of Agency)
(Address Line 1)
(Address Line 2)
(E-mail address)”**

All matters set forth in the original Contract and not affected by this Amendment #1 shall remain in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment #1 other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Amendment #1 by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Amendment #1 to the State of Indiana. I understand that my signing and submitting this Amendment #1 in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Amendment #1 and this affirmation. I understand and agree that by electronically signing and submitting this Amendment #1 in this fashion I am affirming to the truth of the information contained therein. I understand that this Amendment #1 will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: [https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI PUBLIC CNTRCT S.GBL](https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL)

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Amendment #1. The parties, having read and understood the foregoing terms of this Amendment #1, do by their respective signatures dated below agree to the terms thereof.

[Contractor] _____

Indiana Department of Child Services

By: _____

By: _____
Terry J. Stigdon, Director

Name and Title, Printed

Date: _____

Date: _____

Approved by:
Indiana Department of Administration

Approved by:
State Budget Agency

By: _____ (for)
Rebecca Holwerda, Commissioner

By: _____ (for)
Zachary Q. Jackson

Date: _____

Date: _____

APPROVED as to Form and Legality:
Office of the Attorney General

_____ (for)
Theodore E. Rokita., Attorney General

Date: _____

Prepared by Courtney M. Scott, DCS Contracts Attorney, Legal Contracts Division.
This Amendment was prepared by agency legal counsel Courtney Scott on November 16, 2021.