

PROFESSIONAL SERVICES CONTRACT

Contract #0000000000000000000024887

This Contract (this "Contract"), entered into by and between the Indiana Department of Child Services (the "State" or "DCS") and The Child Welfare Policy And Practice Group, Inc. (the "Contractor"), 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. Duties of Contractor.

The Contractor shall provide the following services relative to this Contract:

A. Purpose.

Contractor will conduct an evaluation and assessment of the Indiana Department of Child Services pursuant to the terms of this Contract.

B. Evaluation and Assessment of the Indiana Department of Child Services.

Contractor shall fulfill all duties and perform all services set out in this Contract and its exhibits. Contractor's duties and responsibilities are set out, in detail, in the *Scope of Work* attached to this Contract as **Exhibit A** ("SOW") and fully incorporated herein. The time required for Contractor's evaluation and assessment of DCS, as set out in the SOW, is as follows (some of the time periods identified below will overlap and run concurrently):

- Series of stakeholder interviews - 8 weeks
- Data analysis (outcomes and process measures) and technology assessment - 6 weeks
- Organizational capacity assessment - 10 weeks
- Identification of resource needs - 4 weeks
- Review of the workforce environment - 8 weeks
- Policy review - 5 weeks
- Assessment of the contract array and capacity - 5 weeks
- Placement resource availability assessment - 10 weeks
- Examination of front-line decision-making including decisions related to removal and case planning - 6 weeks
- Periodic on-site progress updates - Throughout the review
- A written evaluation of DCS' performance and recommendations for improvement - 6 weeks
- A final on-site presentation of findings - 1 week

2. Consideration.

Upon DCS' receipt and approval of Contractor's invoices with sufficient documentation of its fees and expenses, solely for Contractor's provision of the services described in Section 1 [Duties of Contractor] above, Contractor will be paid, in arrears and in accordance with Section 36 [Payments and Fiscal Requirements] of this Contract, up to the maximum remuneration allowed under this Contract. Contractor may invoice DCS as often as once a month.

The total remuneration under this Contract shall not exceed \$146,630.00.

3. Term.

This Contract shall commence on January 2, 2018, and shall remain in effect through June 21, 2018.

4. Access to Records.

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors; and Subcontracting. [Modified]

- A. The Contractor agrees to bind its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one (1) party.
- B. The Contractor shall monitor the performance of all subcontractors and shall remain responsible to the State for the performance of any subcontractor. The Contractor agrees to enter into written agreements with all subcontractors and to provide copies of all subcontracting agreements to the State upon request. It shall be the responsibility of the Contractor to ensure all subcontractors have the required background checks completed as set forth in Section 53 [Criminal and Background Checks] below. The Contractor further agrees to notify the State of a breach of these provisions by a subcontractor and to discontinue any agreement with the specified subcontractor in the event of such a breach.

6. Assignment of Antitrust Claims.

As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits and Monitoring. [Modified]

- A. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.
- B. The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract, which complies with 2 C.F.R. 200.500 *et seq.* Such an audit shall be of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

The Contractor and its subcontractors shall permit all examinations and shall generate and maintain all documentation necessary to comply with all audit requirements of this Contract.

C. In addition to an independent audit completed in accordance with paragraph A or B of this Section, the State may, in its discretion, conduct a separate audit(s) of funds provided pursuant to this Contract and/or any other necessary on-site monitoring reviews of the Contractor, for the purpose of: (i) outcome tracking; (ii) quality review of the services provided by the Contractor pursuant to this Contract; and/or (iii) conducting any other program or service audits of the Contractor.

(1) The Contractor shall, upon written demand by the State, be required to repay to the State all sums paid by the State to the Contractor, for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit of the Contractor results in an audit exception, the State shall have the right to set off such amount against current or future allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount.

(2) The Contractor agrees that the State has the right to make recommendations and findings in connection with any financial monitoring or audit of the Contractor's operations, and the Contractor agrees to comply with any corrective actions specified by the State, within the time limits established by the State.

(3) The Contractor will provide to the State, upon request, a copy of any document or report prepared and maintained by the Contractor relative to costs incurred in providing the services described in this Contract (including its exhibits/attachments).

(4) The parties agree that any authorized employee or representative of the State, the state of Indiana or the United States (hereinafter referred to as "governmental agent") shall have the right to enter the premises of the Contractor or any subcontractor of the Contractor and inspect or audit any records or property agreements maintained by the Contractor or its subcontractors in connection with this Contract. The Contractor and its subcontractors shall make all books, records, and documents that relate to their activities under this Contract available for inspection, review, and audit when requested by a governmental agent. The Contractor shall ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit, or inspection conducted by a governmental agent.

(5) Following any State monitoring visit to the Contractor, the State may provide a written report to the Contractor. If the State chooses to provide a written report following a State monitoring visit to the Contractor, the State shall provide such report within sixty (60) days of such monitoring visit. The State's report may contain observations, evaluations, suggestions and/or specific directions for corrective action by the Contractor. In the event that specific corrective action is required, the Contractor will have sixty (60) days from the receipt of the directions to comply, unless a different time period for correction is specified by State. A failure of the Contractor to comply with the State's specific directions will be treated as a breach of this Contract. In the case of a dispute, the State and the Contractor will meet at their earliest convenience to resolve the issue in question.

D. In the event the Contractor is performing services under this contract that require the Contractor, employee, and/or subcontractor to maintain any credentials or certification, the State may, in its discretion, require an audit be completed either by the State or the applicable credentialing or certifying organization.

E. As required, the Contractor shall timely file an "Entity Annual Report" (Form E-1) with the State and the Indiana State Board of Accounts.

8. Authority to Bind Contractor.

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work.

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract

10. Compliance with Laws. [Modified]

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including any disaster plan protocol (Title IV-E and Title IV-B), 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 Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC §4-2-7, *et seq.*, and the regulations promulgated thereunder. **If the Contractor 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 the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor 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. Before this Contract may be moved through the State signature process, it must pass review by the Department of Workforce Development ("DWD") and the Department of Revenue ("DOR"). The Contractor acknowledges that this Contract cannot proceed while any DOR or DWD "holds" exist. Thus, if the Contractor has unpaid unemployment insurance or unpaid taxes to the State, this Contract will be held until these issues are resolved.

D. The Contractor certifies by entering into this Contract 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. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

E. The Contractor 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 the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract. In the event of DCS' receipt of a report (verbal or written) of criminal or potentially criminal activity by a member of the Contractor's staff (including any of the Contractor's subcontractors and their staff) that potentially threatens/endangers the life,

health, or safety of any DCS' ward(s), DCS may immediately require a temporary suspension of such member of the Contractor's staff (including any of the Contractor's subcontractors and their staff) pending an investigation into the report.

F. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration ("IDOA") following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

G. The Contractor warrants that the Contractor and its subcontractors, if any, 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 the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

H. The Contractor 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.

I. As required by IC §5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, 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 Contractor 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) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, 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 the Contract, even if IC § 24-4.7 is preempted by federal law.

11. Condition of Payment. [Modified]

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations, as well as in accordance with all applicable DCS Service Standards and all other specifications set forth above in Section 1 [Duties of Contractor] and in the other provisions of this Contract. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract, (including, but not limited to, any applicable accreditation and/or service standards and all specifications set forth above in Section 1 [Duties of Contractor]) or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information. [Modified]

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor, including, but not limited to, services recipient information received by the Contractor or its subcontractors in administering the terms and provisions of this Contract, may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

If the Contractor or its agents disclose confidential data, materials, or information without the State's required consent or otherwise violate this Section of the Contract, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor.

13. Continuity of Services. [Modified]

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration and/or termination, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

- (1) Furnish phase-in training; and
- (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

- (1) Furnish phase-in, phase-out services for up to two (2) months after this Contract expires or is terminated; and
- (2) Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration or termination that result from phase-in, phase-out operations).

14. Debarment and Suspension. [Modified]

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are 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. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or 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 Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract, including a review of information included at <http://www.oig.hhs.gov/> and <https://www.sam.gov/portal/public/SAM/> (and any designated successor websites), and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State.

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes. [Modified]

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. Upon resolution of the dispute pursuant to paragraph C of this Section, all payments shall be made within thirty-five (35) calendar days. The unintentional nonpayment by the State to the Contractor of one (1) or more invoices not in dispute in accordance with the terms of this Contract

will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph A above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification.

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

- A. The Contractor 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 Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor 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 Contractor 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 Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option. [Modified]

- A. For purposes of this Section, the term "employee" includes any persons working on duties which are the subject of this Contract, including, but not limited to, the Contractor's employees working on this Contract, any subcontractors working for the Contractor on this Contract, and any of these subcontractors' employees or subcontractors.
- B. For purposes of this Section, the term "hire" or "hiring" means to hire, to directly contract with, to subcontract with, and/or to procure services through a State managed service provider, State quantity purchase agreement, or its equivalent (as determined by the State).
- C. If the State determines at any time during the term of this Contract (including any extensions thereto) that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect within thirty (30) days of receiving a request for such release from the State. This release will be at no cost to the State or the employee.
- D. The Contractor agrees that the State may initiate conversations about a potential hiring with any employee of the Contractor at any time during the term of this Contract (including any extensions thereto).

20. 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.

21. Funding Cancellation.

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law.

This Contract 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.

23. HIPAA Compliance.

If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification.

The Contractor agrees to indemnify, defend, and hold harmless the State, 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 the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance. [Modified]

A. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.

B. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

C. The Contractor certifies and agrees that the services the Contractor provides under this Contract will be performed in accordance with the following guidelines:

(1) Behavioral control - The Contractor will be responsible to direct and control its staff with respect to how to carry out its duties under this Contract including:

(a) monitoring or providing training on how to perform services and

(b) instructions on:

-when and where to do the work;

- what tools or equipment to use;
- what workers to hire or to assist with the work;
- where to purchase supplies and services;
- what work must be performed by a specified individual; and
- what order or sequence to follow.

- (2) Financial control - In carrying out its duties hereunder, the Contractor will be responsible for:
 - (a) all business expenses incurred;
 - (b) any facilities or equipment it requires;
 - (c) managing its resources to meet obligations to the State and any other parties;
 - (d) all employment or contract issues with its staff; and
 - (e) managing any fluctuations in the cost of providing services.
- (3) Type of relationship - The Contractor's relationship with the State:
 - (a) is controlled by this Contract;
 - (b) includes no benefits other than the consideration paid for services rendered;
 - (c) includes no promise of future agreements; and
 - (d) addresses only one aspect of the State's overall mission.

26. Information Technology Enterprise Architecture Requirements.

If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC §4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

27. Insurance. [Modified]

A. The Contractor and their subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

- (1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

(2) Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

(3) Property damage insurance in an amount sufficient to provide coverage for any loss of property used by the Contractor in connection with services provided under this Contract, not less than \$100,000 in the aggregate.

(4) Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.

(5) Valuable Papers coverage, available under an Inland Marine policy, is required when any plans, drawings, media, data, records, reports, billings and other documents are produced or used under this agreement. Insurance must have limits sufficient to pay for the re-creation and reconstruction of such records.

(6) The Contractor shall secure the appropriate Surety or Fidelity Bond(s) as required by the state department served or by applicable statute.

(7) The Contractor shall provide proof of such insurance coverage by tendering to the State representative listed in Section 33(A)(1) [Notice to Parties] a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State of Indiana is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.

(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

(3) The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

(4) The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

(5) The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State representative listed in Section 33(A)(1) [Notice to Parties] before the commencement of this Contract.

28. Key Person(s). [Deleted]

29. Licensing Standards. [Modified]

A. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such required and applicable standards, laws, rules, or regulations. If any required license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable required license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

B. If the required license of any of the Contractor's employees or subcontractors expires or is revoked, the Contractor will immediately prohibit such employee or subcontractor from providing any services that are subject to this Contract, unless the employee or subcontractor is granted a provisional license or is otherwise authorized to continue to provide services. The State may, at its option, terminate this Contract if the Contractor fails to comply with this requirement.

30. Merger & Modification.

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

31. Minority and Women's Business Enterprises Compliance.

Award of this Contract was based, in part, on the MBE/WBE participation plan. The following certified MBE or WBE subcontractors will be participating in this Contract:

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES
	UTILIZATION	DATE	PERCENT
None			

A copy of each subcontractor agreement must be submitted to IDOA's MBE/WBE Division within thirty (30) days of the effective date of this Contract. Failure to provide a copy of any subcontractor agreement will be deemed a violation of the rules governing MBE/WBE procurement, and may result in sanctions allowable under 25 IAC 5-7-8. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA's MBE/WBE Division before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to MBE/WBE Division subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." MBE/WBE Division subcontractor payments shall also be reported to the Division as reasonably requested and in a format to be determined by Division.

32. 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 Contractor covenants that it 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"). Contractor certifies compliance with

applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor 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.

33. Notice to Parties. [Modified]

A. Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class U.S. mail and/or e-mail to the following addresses, unless otherwise specifically advised.

(1) Notices to the State shall be sent and/or e-mailed to:

George Dremonas
General Counsel
Indiana Department of Child Services
302 W. Washington Street, Room E306, MS 47
Indianapolis, Indiana 46204
George.Dremonas@dcs.in.gov

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

Paul Vincent
Director
The Child Welfare Policy and Practice Group, Inc.
428 East Jefferson Street
Montgomery, Alabama 36106
pv@childwelfaregroup.org

B. Notice of any change in the person or address to whom notices should be sent and/or e-mailed, as specified in paragraph A of this Section, shall be given to the other party in the manner provided in paragraph A of this Section.

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

34. Order of Precedence; Incorporation by Reference. [Modified]

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract; (2) **Exhibit 1** (which will be described below in Section 53 [Criminal and Background Checks] of this Contract); (3) attachments prepared by the State; and (4) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

35. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this

Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

- B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

36. Payments and Fiscal Requirements.

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor 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.

B. The State Budget Agency and the Contractor acknowledge that if the Contractor is being paid in advance for the maintenance of equipment and/ or software. Pursuant to IC §4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

37. Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, 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.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

38. Progress Reports.

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

39. Public Record.

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

40. Renewal Option.

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

41. Severability.

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

42. Substantial Performance.

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

43. Taxes.

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

44. Termination for Convenience.

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

**45. Termination for Default and Termination or Suspension for Additional Reasons.
[Modified]**

A. Termination for Default

(1) With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

(a) Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;

(b) Deliver the supplies or perform the services within the time specified in this Contract or any extension;

(c) Make progress so as to endanger performance of this Contract; or

(d) Perform any of the other provisions of this Contract.

(2) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(3) The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause of this Contract. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(4) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

B. Termination for Endangering Life, Health, or Safety of Any Person. If the State determines that any breach of this Contract by the Contractor endangers the life, health, or safety of any person, the State may terminate this Contract by orally notifying the Contractor of the termination, followed by the mailing of written notification thereof within three (3) business days. Termination pursuant to this paragraph shall become effective at the time of the oral notification.

C. Termination for Certain Business Changes, Assignments, and Bankruptcy. The Contractor agrees that the State may terminate this Contract immediately if the Contractor (1) ceases doing business; (2) assigns, transfers or delegates any of its duties and responsibilities for performance of this Contract to any other person or entity without prior written approval of the State; (3) changes or reorganizes its business in a manner which substantially impairs the ability of the Contractor to perform the services described in this Contract and its exhibits/attachments; (4) attempts to assign, transfer, convey or encumber this Contract in any way except as expressly authorized pursuant to the conditions of this Contract; and/or (5) if an order for relief is entered upon a voluntary or involuntary petition by or against the Contractor under any provision of Title 11, United States Code, and the trustee or debtor-in-possession does not timely assume all obligations of this Contract to be performed by the Contractor, as provided in 11 U.S.C. § 365, or in the event of appointment of a receiver for the Contractor or execution of an assignment for the benefit of creditors of the Contractor. Any notice of termination pursuant to this paragraph shall be provided in writing to the Contractor.

D. Termination for Change in Legal Status. The Contractor shall provide written notice to the State of any change in the Contractor's legal name or legal status including, but not limited to, a sale or dissolution of the Contractor's business. **When possible, DCS requests such notice ninety (90) days prior to the change in legal status in order to reduce the risk of an interruption in services occurring.** The State reserves the right to terminate this Contract should the Contractor's legal status change in any way. Termination pursuant to this paragraph shall be effective from the date of the change in the Contractor's legal status.

E. Termination for Additional Reasons Stated in this Contract. This Contract is also subject to termination or suspension as stated in any other Section of this Contract, including, but not limited to: Section 7 (Audits and Monitoring); Section 10 (Compliance with Laws); Section 12 (Confidentiality of State Information); Section 15 (Default by State); Section 17 (Drug-Free Workplace Certification); Section 18 (Employment Eligibility Verification); Section 20 (Force Majeure); Section 21 (Funding Cancellation); Section 23 (HIPAA Compliance); Section 26 (Information Technology Enterprise Architecture Requirements); Section 27 (Insurance); Section 29 (Licensing Standards); Section 31 (Minority and Women's Business Enterprises Compliance); Section 32 (Nondiscrimination); Section 44 (Termination for Convenience); Section 47 (Indiana

Veteran's Business Enterprise Compliance); Section 50 (Reports and Records Concerning Services); Section 52 (Conflict of Interest); and Section 53 (Criminal and Background Checks).

F. State Only Liable for Payment for Services Properly Provided Prior to Termination. If this Contract is terminated for any reason, the State shall only be liable for payment for services properly provided prior to the effective date of termination with the exception, as set forth above in Section 13 [Continuity of Services] and only if applicable, that the State shall reimburse the Contractor for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration or termination that result from phase-in, phase-out operations). The State shall not be liable for any costs incurred by the Contractor in reliance upon this Contract subsequent to the effective date of termination except as provided in Section 13 [Continuity of Services].

46. Travel.

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

47. Indiana Veteran's Business Enterprise Compliance.

Award of this Contract was based, in part, on the Indiana Veteran's Business Enterprise ("IVBE") participation plan. The following IVBE subcontractors will be participating in this Contract:

VBE UTILIZATION	PHONE DATE	COMPANY NAME PERCENT	SCOPE OF PRODUCTS and/or SERVICES
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None

A copy of each subcontractor agreement shall be submitted to IDOA within thirty (30) days of the request. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA before changing the IVBE participation plan submitted in connection with this Contract.

The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA.

48. Waiver of Rights. [Modified]

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract. No waiver by the State of any breach of any provision of this Contract shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof.

49. Work Standards. [Modified]

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards applicable to the services it provides pursuant to this Contract. The Contractor is responsible for ensuring that its employees, agents, and any subcontractors conform to the professional and technical guidelines and standards applicable to all services and programs that the Contractor provides under this Contract. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract and/or those individuals assigned to provide any of the services pursuant to this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. Reports and Records Concerning Services. [Added]

A. In addition to any reports and case record documentation required by any previous provisions of this Contract, the Contractor shall prepare, maintain, and timely provide to the State, upon request, any statistical reports, program reports, other reports, or other information requested by the State relating to the services provided by the Contractor pursuant to this Contract in the format designed by the Contractor and approved by the State or in the format requested by the State, including, but not limited to, reports/information incident to monitoring or evaluating performance by the Contractor of the services specified in this Contract, and/or any statistical and program reports as are required by any laws, regulations, or policies of the United States or the state of Indiana that are applicable to the use of funds paid to the Contractor pursuant to this Contract.

In order to comply with this paragraph A, the Contractor shall, if requested by DCS, be required to submit reports in accordance with whatever frequency is requested by DCS (monthly, quarterly, or more or less frequent), with respect to services provided to a child or family referred to the Contractor for provision or delivery of services pursuant to this Contract or with respect to any other services performed or any other issues pertinent to this Contract. These reports must contain all of the information requested by the State and must conform to the format and content of the reporting procedure specified by the State.

B. This Section 50 (including all of its subsections) applies to any services that the Contractor provides pursuant to this Contract, including, but not limited to, all services to a particular child or family referred to the Contractor pursuant to this Contract, including (if applicable) any services related to probation.

C. The Contractor shall cooperate with the State in any utilization review and shall, if requested, conduct or submit to any audit(s) requested by the State in addition to the audit following expiration or termination of this Contract required under Section 7 [Audits and Monitoring] of this Contract.

D. Prompt compliance by the Contractor with a request by the State to submit program and financial documentation during the term of this Contract is critical to this Contract. A failure of the Contractor to comply with any such request could result in immediate suspension of payments hereunder or termination of this Contract by the State.

E. In the event the contents of any report is considered deficient by the State, the State will so notify the Contractor in writing, not later than thirty (30) days after receipt of the report. The notice will specify the nature of the deficiency and the corrective action or information needed. The Contractor shall submit to the State any revised or supplemental report within thirty (30) days after the date of the deficiency notice.

F. The Contractor shall maintain records as necessary or appropriate to document services provided pursuant to this Contract. Those records shall include, but not be limited to, documentation relating to, or the time and place of meeting with, persons served by the Contractor and the persons who attended those meetings and copies of any reports or other materials representing the work product of any services provided by the Contractor pursuant to this Contract.

51. Delivery of Documents, Files, Data, Studies or Reports to the State upon Termination or Expiration of this Contract. [Added]

Upon expiration or termination of this Contract, all documents, files, data, studies or reports prepared by the Contractor or any subcontractor pursuant to this Contract, and any supplies purchased by the Contractor or any subcontractor with funds received through this Contract, shall be delivered to the State. The State may require the transfer of records, documents, or supplies to its own offices or to a designated successor.

52. Conflict of Interest. [Added]

A. Paragraphs B through E of this Section apply if the Contractor is an individual, a corporation that issues stock to individuals representing ownership shares of the corporation, a partnership, a limited liability company, or any other form of business organization or association the members or owners of which could receive a personal financial benefit or increase in personal net worth attributable to income or profits received by the organization (exclusive of compensation in the form of salary or wages paid for services rendered to the organization). This Section, other than Paragraph F, does not apply if the Contractor is a nonprofit corporation, a school or university that is not organized or operated for the financial benefit or profit of individual owners, or an agency of a political subdivision or other governmental organization.

B. As used in this Section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party" means:

- (1) The individual executing this Contract;
- (2) An individual who has an interest of three percent (3%) or more of the Contractor, if the Contractor is not an individual; or
- (3) Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

C. The Department may cancel this Contract without recourse by the Contractor if any interested party is an employee of the state of Indiana.

D. The Department will not exercise its right of cancellation under paragraph C above if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the state of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of state of Indiana employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this Section.

E. The Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the state of Indiana. The obligation under this Section extends only to those facts which the Contractor knows or reasonably could know.

F. The Contractor acknowledges and agrees that no employee, agent, representative, or subcontractor of the Contractor who may be in a position to participate in the decision-making process of the Contractor or its subcontractors may derive an inappropriate personal or financial interest or benefit from any activity funded through this Contract, either for himself or herself or for those with whom he or she has family or business ties.

53. Criminal and Background Checks. [Added]

A. This Section applies to all directors, chief executive officers, facility managers, licensing applicants and other heads of agencies, by whatever title, and each employee or volunteer (including interns) of the Contractor or any subcontractor, who has or will have electronic or physical access to children's records or direct contact with children on a regular and continuing basis or any contact when a child(ren) is/are alone or only with the Provider's staff in connection with performance of any services or activities pursuant to this Contract ("Covered Personnel"). To the extent applicable, the Contractor (referred to in this Section as "Provider") shall conduct all criminal history and background checks required by law, this Contract, and the applicable DCS' policies, including those implemented by Administrative Letter. All required checks must be completed and all outstanding issues resolved *prior to* the Provider submitting this Contract for State signature. The checks will be conducted in the same manner as required for licensed residential child caring institutions, with respect to IC 31-27-3-3, subsections (e)(1) and (f), and the Provider shall maintain records of information it gathers and receives on Covered Personnel checked pursuant to this Section. The applicable laws and DCS' policies and practices are updated periodically, and the Provider shall comply with those current as of the time the Provider executes this Contract, adds Covered Personnel, renews this Contract, or reaches the anniversary date of commencement of a multi-year agreement. Upon request, DCS will furnish the Provider with information on updates and any changes in policy or procedure. The current procedure requires the Provider to conduct the following checks:

(1) For those with **direct contact** with a child(ren) on a regular and continuing basis or any contact when a child(ren) is/are alone or only with the Provider's staff in connection with performance of any services or activities pursuant to this Contract, Provider shall:

(a) *Verify the identity* of all individuals subject to criminal and background checks by viewing a current government issued picture I.D.; and

(b) *Conduct Child Protection Services ("CPS") checks* for all states of residency in the past five (5) years (for Indiana, send DCS an Indiana Request for Child Protection Services History Check; for other states, see DCS' website on child welfare policies and contractor policies for web links to CPS records); and

(c) *Conduct National Sex Offender Registry checks* for all states of residency in the past five (5) years (see DCS' website for web links for national sex offender registry checks); and

(d) *Conduct Local Law Enforcement checks* with law enforcement agencies that would have responded to each residential address in the last five (5) years; and

(e) Register and make appointment(s) for Fingerprint-Based National and State Checks through the State approved fingerprint vendor and follow through with obtaining fingerprints. The Provider must confirm that their name is available as a valid provider to be printed for DCS purposes on the State approved fingerprint vendor's website. If the Provider cannot locate their name as a valid provider under DCS on the registration and appointment website, no additional

steps can be taken until the Provider contacts DCS at COBCUinquiry@dcs.in.gov for further instructions. Employee(s) and volunteer(s) should not be printed under a local DCS office or other Provider name; and

(f) *Review Results of Criminal and Background Checks* and take appropriate action as listed in the DCS Child Welfare Policy 13.4, Evaluation of Background Checks for DCS Contractors.

(2) For those with **only** electronic or physical **access to children's records**:

(a) *Verify the identity* of all individuals subject to criminal and background checks by viewing a current government issued picture I.D.; and

(b) *Conduct Child Protection Services ("CPS") checks* for all states of residency in the past five (5) years (for Indiana, send DCS an Indiana Request for Child Protection Services History Check; for other states, see DCS' website on child welfare policies and contractor policies for web links to CPS records); and

(c) *Conduct National Sex Offender Registry checks* for all states of residency in the past five (5) years (see DCS' website for web links for national sex offender registry checks); and

(d) *Review Results of Criminal and Background Checks* and take appropriate action as listed in the DCS Child Welfare Policy 13.4, Evaluation of Background Checks for DCS Contractors.

(3) All directors, chief executive officers, facility managers, and licensing applicants, regardless of their level of contact with children, shall have background checks commensurate with the highest level of background checks required of any other Covered Personnel within their organization. If no other Covered Personnel require background checks and no exception is granted for an administrative contract, they shall have the checks described in this paragraph A(2).

(4) For all Covered Personnel and Subcontractors:

(a) The Provider shall require Covered Personnel to immediately notify the Provider of any information about them that would have been revealed by the checks above including substantiation for child abuse or neglect or other similar complaints or charges, and of any convictions or arrests. The Provider shall immediately relay such notice to DCS. The Provider shall further collect from each Covered Personnel an annual attestation regarding whether that individual has any history of such substantiation, arrest or conviction, and shall include any previously unreported information to DCS in its annual Certification (such Certification is included in **Exhibit 1**, which is attached hereto and hereby incorporated by reference).

(b) The Provider shall ensure all subcontractors have the required background checks. Each subcontractor must contact the DCS Central Office Background Check Unit ("COBCU") and have the subcontractor name added to the fingerprint registration site and COBCU databases as a separate entity. The subcontractor cannot register under the name of the Provider.

(c) Each subcontractor will be responsible for coordinating with COBCU to evaluate their results and resolve any outstanding issues. The subcontractor will be responsible for retaining their own background check results in their own personnel files but shall provide the primary Contractor with the Exhibit 1 -- Certification of Completion of Required Criminal and Background Checks.

(5) Except for A(4)(a) above, the required checks must be performed every four (4) years based on the anniversary of the individual Covered Personnel's initial checks.

B. The Provider shall be responsible for assessing job responsibilities and categorizing Covered Personnel as subject to A(1), A(2), or as not-covered and for performing the appropriate checks. Any Covered Personnel who might serve as a substitute for a covered position, even in emergency circumstances, should undergo the checks required for that covered position.

C. The Provider shall maintain a record of the results of each check conducted pursuant to this Section. The Provider shall, if requested by the State, provide a copy of that record to DCS or make the record available for inspection by an authorized representative of DCS.

D. With respect to any current Covered Personnel, the Provider shall submit the form attached hereto as **Exhibit 1** (or a similar form as updated by DCS) at the time it submits this Contract to the State for signature or within thirty (30) days after the effective date of this Contract, whichever is earlier, and annually upon the anniversary of the effective date of the Contract. **Exhibit 1** will certify that the requirements under paragraph A of this Section have been completed. The Provider shall furnish any other documentation related to background checks as DCS requests. The Provider has an ongoing obligation to assess job responsibilities and to conduct appropriate checks for employees or volunteers who join the Provider after this Contract begins. Such staff may **not** provide any services that involve contact with children before the requisite checks have been completed and all outstanding issues resolved.

E. In order to allow DCS to evaluate the results and to make determinations regarding qualifications, national fingerprint-based criminal history checks relating to Covered Personnel are required to be conducted through DCS' approved fingerprint vendor in accordance with the terms and conditions stated in IC §§ 10-13-3-38.5, 39. The results of the national fingerprint-based criminal history checks will be returned to DCS as an authorized entity to receive the results. DCS will inform the Provider whether the report it receives concerning the subject of a check shows any record that would be grounds for denial of his or her ability to provide services and/or perform activities pursuant to this Contract. If any Covered Personnel receive a response of conditionally disqualified or disqualified, further follow up is required. If the result is disqualified, then the individual may be eligible for a waiver. The Provider should contact the DCS' background check unit to determine if the individual is eligible and to apply for the waiver. DCS will not release to the Provider any criminal history record information ("CHRI") contained in any report that it receives from the Federal Bureau of Investigation ("FBI") through the Indiana State Police ("ISP"). If the Provider requests a waiver of criminal history, DCS will inform the Provider of the decision on the waiver request.

F. In the event a criminal history or background check required herein produces any record concerning the subject of a check that would be a ground for denial of his or her ability to provide services and/or perform activities pursuant to this Contract and the Provider chooses to retain such employee or volunteer, that decision may be considered a material breach of this Contract.

G. The Provider will be responsible for payment of all fees required to be paid for conducting any check required under this Section, whether the check is conducted by the Provider or by DCS. Any fees paid by DCS on behalf of the Provider may be offset against any claim for payment submitted by the Provider under this Contract.

H. Upon request, DCS will assist the Provider in clarifying the requirements of this Section.

54. Environmental Tobacco Smoke. [Added]

The Contractor agrees to comply with all provisions of 20 U.S.C. § 6081 *et seq.*, and any regulations promulgated thereunder. In particular, the Contractor agrees that it will require that smoking be prohibited in any portion of an indoor facility, other than a private residence, regularly used for the provision of services to children under the age of eighteen (18), and that it will comply with all applicable requirements of the statute and regulations. The Contractor further

agrees that it will require the language of this condition to be included in any subcontracts which contain provisions for services to children.

55. Lobbying Activities. [Added]

A. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, the Contractor hereby assures and certifies, to the best of its knowledge and belief, that no federally appropriated funds have been paid, or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying". If the Contractor is required to submit Standard Form-LLL, the form and instructions for preparation of the form may be obtained from the State.

C. The Contractor shall require that the language of this certification be included in any subcontracts and that all subcontractors shall certify and disclose accordingly.

D. The foregoing certification is a material representation of fact upon which reliance was or will be placed when entering into this Contract and any transactions with the State. Submission of this certification is a prerequisite for making or entering into any transaction as imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

56. Religious or Political Activities. [Added]

A. The State and the Contractor agree that services provided pursuant to this Contract shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder. The Contractor agrees that, if it otherwise conducts religious activities as part of its organization, any inherently religious activities must be offered separately, in time or location, from the programs or services funded with direct federal financial assistance and participation must be voluntary for beneficiaries of the programs or services funded with such assistance.

B. The Contractor certifies that any funding provided by the State pursuant to this Contract shall not be used to further any type of political or voter activity.

57. Survival. [Added]

All terms of this Contract which, by their nature, are intended to survive termination, in whole or in part, or expiration of this Contract will survive termination, in whole or in part, or expiration of this Contract, including, but not limited to, the following sections: Section 4. Access to Records; Section 6. Assignment of Antitrust Claims; Section 7. Audits and Monitoring; Section 12. Confidentiality of State Information; Section 13. Continuity of Services; Section 16. Disputes; Section 19. Employment Option; Section 22. Governing Law; Section 23. HIPAA Compliance; Section 24. Indemnification; Section 35. Ownership of Documents and Materials; Section 36. Payment and Fiscal Requirements; Section 37. Penalties/Interest/Attorney's Fees; Section 39. Public Record; Section 44. Termination for Convenience; Section 45. Termination for Default and Termination or Suspension for Additional Reasons; Section 46. Travel; Section 48. Waiver of

Rights; Section 50. Reports and Records Concerning Services; Section 51. Delivery of Documents, Files, Data, Studies or Reports to the State upon Termination or Expiration of this Contract; Section 53. Criminal and Background Checks; and Section 55. Lobbying Activities. The above list of sections surviving the termination or expiration of this Contract is not exhaustive and there are other provisions of this Contract which shall survive the termination, in whole or in part, or expiration of this Contract.

58. State Boilerplate Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the *2016 OAG/IDOA Professional Services Contract Manual*) in any way except for the following clauses which are named below:

- 5. **Assignment; Successors; and Subcontracting -- modified;**
 - 7. **Audits and Monitoring -- modified;**
 - 10. **Compliance with Laws -- modified;**
 - 11. **Condition of Payment -- modified;**
 - 12. **Confidentiality of State Information -- modified;**
 - 13. **Continuity of Services -- modified;**
 - 14. **Debarment and Suspension -- modified;**
 - 16. **Disputes -- modified;**
 - 19. **Employment Option -- modified;**
 - 21. **Funding Cancellation -- modified;**
 - 25. **Independent Contractor; Workers' Compensation Insurance - modified;**
 - 27. **Insurance - modified;**
 - 28. **Key Person(s) -- deleted;**
 - 29. **Licensing Standards - modified;**
 - 33. **Notice to Parties - modified;**
 - 34. **Order of Precedence; Incorporation by Reference - modified;**
 - 45. **Termination for Default and Termination or Suspension for Additional Reasons - modified;**
 - 48. **Waiver of Rights - modified;**
 - 49. **Work Standards - modified;**
 - 50. **Reports and Records Concerning Services -- added;**
 - 51. **Deliver of Documents, Files, Data, Studies or Reports to the State upon Termination or Expiration of this Contract -- added;**
 - 52. **Conflict of Interest -- added;**
 - 53. **Criminal and Background Checks -- added;**
 - 54. **Environmental Tobacco Smoke -- added;**
 - 55. **Lobbying Activities -- added;**
 - 56. **Religious or Political Activities -- added; and**
 - 57. **Survival -- added.**
-

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 Contract 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 Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract 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://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, 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.

The Child Welfare Policy and Practice Group, Inc.

Indiana Department of Child Services

By: *Paul Vincent*

By:

Title: Director

Title:

Date: January 30, 2018

Date:

Electronically Approved by: Indiana Office of Technology By: _____ (for) Dewand Neely, Chief Information Officer <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved by: Department of Administration By: _____ (for) Jessica Robertson, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>
Electronically Approved by: State Budget Agency By: _____ (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>

EXHIBIT A



The Child Welfare Policy and Practice Group Scope of Work – Evaluation of the Indiana Department of Child Services January 2, 2017

Introduction

The Child Welfare Policy and Practice Group (CWG), a non-profit technical assistance organization, has been requested by the State of Indiana to conduct a review of the child welfare system within the Department of Child Services (DCS). This review will encompass multiple methodologies inclusive of internal and external stakeholder interviews, shadowing of child welfare staff in the field, review of data and outcomes, policy and procedures and the agency budget, a workforce analysis, assessment of resource needs and a small case file review.

Scope of Work

The Child Welfare Group's approach to conducting a review of the Indiana Department of Children's Services will be composed of a variety of methodologies, which include the following:

- A series of stakeholder interviews
- Data analysis (outcomes and process measures) and technology assessment
- Organizational capacity assessment
- Identification of resource needs
- Review of the workforce environment
- Policy review
- Assessment of the contract array and capacity
- Placement resource availability assessment
- Examination of front-line decision-making including decisions related to removal and case planning
- Recommendations for improvements

Evaluation Approach

The system appraisal will include the following areas.

Stakeholder Interviews

There will be a broad series of stakeholder interviews with youth and families served by the system, community-based organizations linked to the Department, advocacy organizations, public and private providers of treatment and placement services, foster and adoptive parents, legal partners (including judges and key court personnel such as court case managers), law enforcement, mandated reporter groups such as education and medical professionals, front-line caseworkers, and supervisors, managers and system leadership. Input from these diverse stakeholders will help to identify the strengths and challenges of interagency relationships, service provision, business practices and workforce capacity.

Information System, Data and Trend Analysis

The information system(s) and data and trend analysis will be an important focus of the evaluation process. Both outcome data and internal management data will be examined to assess the achievement of safety, permanency and well-being, compliance with current policies and procedures and the value of selected metrics related to improved performance. As part of this analysis, attention will be focused on any missing metrics that are important to measuring results. Among the key measures to be examined are:

Intake/Investigation:

- Number of reports accepted, screened out
- Number of investigations by disposition (founded, unfounded, removals/placements, referrals to in-home services)
- Most common reasons related to removal
- Number of re-referrals and findings
- Timeliness of investigations and disposition
- Number and characteristics of child fatalities or near-fatalities

In-home services:

- Number of families served
- Length of service
- Nature and frequency of case contacts
- Disposition (services completed, removals, withdrawals, unable to locate)
- Rates of re-referral

Out of home care:

- Number of children in placement by age, gender, race/ethnicity, placement reason(s)
- Placement settings (kinship, congregate care, unrelated foster family)
- Placement stability
- Permanency goals
- Length of stay and rates of exit to permanency by child and placement characteristics
- Re-entries by child and placement characteristics

- Frequency and nature of contacts with parents/caregivers
- Distribution and number of available placement settings

Workforce Measures

- Workload trends by service area (intake, investigation, in-home services, foster care/adoption, child support)
- Average vacancy rates of front-line positions and time required to fill positions and achieve full case carrying capacity
- Number/percentage of personnel by service area having more than one year, more than two years of experience
- Supervisor to caseworker ratio by service area
- Workforce characteristics (experience, education)

Organizational Structure and Capacity

In conducting the review, The Child Welfare Group will gather facts and impressions about current structure and organizational capacity, which will include resource sufficiency, workforce responsiveness, business processes, technology, training, quality assurance/quality improvement, and managerial practices.

Identification of Resource Needs

An analysis of resource needs will include budget trends, workloads and caseloads, referral practices and resource accessibility, provider and resource payment rates, and federal revenue utilization.

Review of Policies and Procedures

Child welfare policies, licensing standards and contract performance expectations and processes will be reviewed.

Staffing

DCS staffing levels will be analyzed. CWG will assess caseload and workload levels, focusing on actual caseloads among front-line case-carrying staff, not just average caseloads. Within the workload analysis, the review will also assess the relevance of tasks and activities to desired outcomes. For example, are staff occupied in tracking and documenting data that are not utilized or which do not materially strengthen outcomes? Are there levels of management or approvals that do not add value? Stakeholder interviews and caseworker shadowing approaches will materially identify structural and other impediments. As part of this process CWG will seek to identify opportunities to adjust staffing to improve outcomes, assess potential duplication and identify strategies to improve retention.

Direct Observation of Casework

CWG will gather information about both the front-line practice environment and workforce challenges by shadowing local supervisory units for a day in a number of counties.

Review of Case Files

CWG will conduct a review of child welfare case files in a randomly selected, small sample of in-home and out-of-home care cases, assessing investigation practices, assessment, case planning and intervention strategies.

Placement Resource Assessment

Using DCS data and stakeholder interviews, CWG will assess the sufficiency of placement resources and identify barriers to developing and retaining quality placement resources.

Review of Quality Assurance Reports and Processes

CWG will review a sample of quality reports as well as the process for providing feedback to field staff and for design and implementation of efforts to make strategic changes in practice directed toward improving specific outcomes.

Periodic On-Site Progress Updates

CWG will provide up to two on-site progress updates.

Deliverables A draft and final report of findings will be provided to the Office of the Governor and the Director of DCS, inclusive of a comprehensive assessment of DCS' operations and outcomes, and recommendations for improvement. In addition, a formal report will be included.

Child Welfare Policy and Practice Group Organizational Capacity

The Child Welfare Policy and Practice Group (CWG) is a nonprofit technical assistance organization involved in child welfare reforms throughout the country. In operation since 1996, The Child Welfare Group focuses on system evaluation, crafting effective implementation strategies and strengthening the quality of front-line practice through training and coaching.

In addition to helping systems strengthen their front-line practice through evaluation, training and coaching, The Child Welfare Group has served in a child welfare federal court monitoring role in multiple systems, including New York City, Utah, and Tennessee in the past and currently has a court monitoring role in Los Angeles County and South Carolina. As court monitor, The Child Welfare Group evaluates all areas of system functioning, providing states its extensive experience in identifying system challenges and more important, helping systems find solutions to systemic barriers. In its history, The Child Welfare Group has provided technical assistance to over half the states in the nation.

Of particular relevance to evaluation needs in Indiana, The Child Welfare Group has conducted system evaluation activities in the following systems:

Indiana
Iowa
New Jersey
Utah
Wisconsin
Georgia
Florida
Los Angeles County

Tennessee
Virginia
Arkansas
Oklahoma
Louisiana
South Carolina
Ohio

In the period from April 2006-June 2009, The Child Welfare Group provided technical assistance to Indiana in both system evaluation and staff training and coaching throughout the state. As a result, The Child Welfare Group already has a working knowledge of child welfare operations in the state and can quickly concentrate on the most relevant issues surrounding current concerns about system performance.

One unique approach to evaluation that The Child Welfare Group employs is the use of observation of actual casework and supervision by shadowing front-line staff in their supervisory units. These staff shadowing experiences yield critical information about local supervisory and casework practice. Recent studies have included examination of front-line removal decision-making in several states, an examination of long-stayers (children with long stays in care), a review of child deaths and a comprehensive evaluation of privatization implementation in a large urban setting.

Additional information about The Child Welfare Group and its experience can be found on its website at www.childwelfaregroup.org.

EXHIBIT ONE

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COVERED PERSONNEL SPREADSHEET																	
Enter Agency Legal Name Below:			Enter Contract Number Below		Date Below	Name of Preparer Below											
Covered Personnel's name appears on most recent Fingerprint Based Status Letter issued to contractor via e-mail.					Required for all Covered Personnel.	Required for all Covered Personnel.	Required for all A1 Covered Personnel.	Required for all A1 Covered Personnel.									
Covered Personnel's Last Name	Covered Personnel's First Name	Date of Birth of Covered Personnel	Last four numbers of SS# of Covered Personnel	Job Title/Duties of Covered Personnel. Assume that CEO is listed on spreadsheet	Child Protection Service Checks for all states lived in last five years?	National Sex Offender Registry Check for all States lived in last five years?	Fingerprint-Based National and State Check completed and evaluated through DCS? Yes or No	Court Record Searches for LEA records in all jurisdictions lived in last five years? Yes or No									
<div style="text-align: center; font-size: 100px; font-weight: bold;">SAMPLE</div>																	

Electronic Approval History				
	User ID	Approver Name	Datetime	Description
1	L235012	Raider,Leah Marie	01/30/2018 1:03:05PM	Agency Fiscal Approval
2	S003602	Jones,Sandy	01/30/2018 1:07:25PM	IOT Approval
3	J238369	Rose,James	01/30/2018 1:16:51PM	IOT Approval
4	S004382	Redding,Sandra D	01/30/2018 1:33:33PM	IDOA Legal Approval
5	T320233	Butler,Trevor Scott	01/30/2018 2:01:26PM	SBA Approval
6	M338811	Skarbeck,Molly H	01/30/2018 2:04:48PM	Attorney General Approval
7	S210690	Gard,Susan W	01/30/2018 2:09:20PM	Attorney General Approval