

**AMENDMENT #2/RENEWAL #1 to
RESIDENTIAL TREATMENT SERVICES PROVIDER CONTRACT**

EDS # _____

This is Amendment #2/Renewal #1 (“Amendment #2/Renewal #1”) to the Contract (the “Contract”) entered into by and between the **Indiana Department of Child Services**, an agency of the State of Indiana established under IC 31-25-1 (the “State” or “DCS”) and _____, a licensed Indiana Residential Treatment Services Provider having its principal office at _____ (the “Contractor”) approved by the last State signatory on _____, 20__.

Whereas, the State is exercising its option to renew the Original Contract for a period of two (2) years as permitted under Section 34 [Renewal Option]; and

Whereas, the Parties wish to amend the Contract to include revised terms related to the services provided;

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

1. As permitted under Section 34, the Contract is hereby extended for an additional period of two (2) years. It shall terminate on December 31, 2016.
2. The consideration during this extension period remains zero-based.
3. The Contract is amended as follows:
 - A. In the Preamble to the Contract, “**Whereas**, DCS and the Contractor wish to memorialize their respective duties and obligations regarding children placed by DCS or a probation department through the Contractor¹”, footnote 1 shall be added as follows:

“¹ This contract may also be utilized by the Indiana Department of Correction (DOC) for the placement of youth adjudicated delinquent and being placed by DOC.”

Additionally, paragraph D is added to Section **1. Purpose** as follows:

“D. This contract may also be utilized by the Indiana Department of Correction (DOC) for the placement of youth adjudicated delinquent and being placed by DOC.”

- B. In Section **1. Purpose**, Paragraph A will conclude with footnote 2 as follows:

“² For youth placed with Contractor for residential services through the Community Mental Health Initiative (CMHI), parents will sign a Voluntary Placement Agreement. All consents and releases must be signed by the parent as DCS does not have wardship.”

- C. In Section **2. Definitions**, Paragraph E of the original Contract is hereby deleted in its entirety and replaced with the following paragraph:

“E. **Individual Case Plan (“Case Plan”)** means the Case Plan required under IC 31-34-15 for a DCS ward, IC 31-37-19-1.5 and IC 31-37-22-4.5 for probation youth, and IC 31-28-5.8-6 for Collaborative Care youth.”

D. In Section 2. **Definitions**, Paragraph J will begin as follows:

“J. **Program Service Categories** include those identified below and Service Standards issued by DCS that related to a Program Service Category for which the Contractor provides for placement of a Child. Service Standards are hereby incorporated into this Contract by reference and are available in their most current form on the DCS website under Placement (<http://www.in.gov/dcs/2334.htm> or successor link):”

E. In Section 2. **Definitions**, under Paragraph J, Program Service Category titled “Short-Term Diagnostic and Evaluation” will be deleted in its entirety and replaced with the following:

“Short-Term Diagnostic and Evaluation: This program includes a time-limited diagnostic and assessment process that evaluates each Child’s and family’s needs and is only available for thirty (30) days unless an exception is made in writing by the DCS Director or designee. An exception request must be submitted in writing prior to the twentieth day of placement and will only be granted for exceptional circumstances³.”

Additionally, the footnote previously identified as footnote 1 in the original Contract found at the end of Program Service Category titled “Short-Term Diagnostic and Evaluation” is hereby deleted in its entirety and replaced with footnote 3 as follows:

“³ **If your residential facility would like to offer diagnostic/evaluation/psychological testing services to children within a residential setting, you must do so through the “Short-Term Diagnostic and Evaluation” program category that is outlined in this section. Residential providers will not be permitted to obtain a community-based referral for diagnostic/evaluation/psychological testing services in addition to the ICPR for the placement. Additionally, diagnostic/evaluation/psychological testing will not be reimbursed through the regular residential stay unless approved by the DCS Deputy Director of Placement Support and Compliance or designee in exceptional circumstances. Instead, a residential provider can only offer these services through the “Short-Term Diagnostic and Evaluation” program category. This will ensure consistency in the testing/evaluations provided and that the appropriate numbers of behavioral health units are given. If Contractor operates an emergency shelter care facility and does not offer diagnostic and evaluation services, a placing agency (DCS or probation) may refer diagnostic/evaluation/psychological testing services to an independent community-based provider.**”

F. In Section 3. **Responsibilities of the Placing Agency**, Paragraph D. **Information to be supplied by the Placing Agency** of the original Contract is hereby deleted in its entirety and replaced with the following paragraphs:

“D. **Information to be supplied by the Placing Agency.** At the time of placement or within six (6) business days thereafter, the Placing Agency is required to furnish the Contractor with all pertinent information that relates to the Child and the Child’s care and treatment while placed with the Contractor if such information exists. Such information will include:

- Child’s Case Plan (if available or as soon as required by law⁴);
- Approved assessment tool result (currently CANS for DCS youth and IYAS for Probation youth);
- Predispositional Report (PDR)*;
- Relevant court order(s);
- Child’s education records in the possession of the Placing Agency;

Copy of Child's current Indiana Medicaid card or Medicaid number (as soon as available from Medicaid);
ICPR, which will include the appropriate billing information for the Child;
Child health summary records, medical records, and medical passport, if available (IC 31-28-1, IC 31-28-2, IC 31-28-3);
All necessary releases and consents, including authorization to seek medical treatment.

The Child's full social security number will be disclosed to the Contractor only when expressly permitted or required by state law, federal law, or a court order. For example, Child's social security number may be disclosed to The Contractor in circumstances including, but not limited to, the following situations:

- (1) for children age sixteen (16) and older if the case plan requires the Contractor to assist the Child in finding employment.
- (2) for children enrolled in the Medicaid program as needed for program enrollment and for on-going confirmation of enrollment status.
- (3) for children for whom the rights of the parents have been terminated, the State may consent to release of the Child's social security number pursuant to an exception set forth in I.C. 4-1-10 et. seq."

Additionally, the footnote previously identified as "2" in the original Contract is deleted in its entirety and replaced with footnote 4 as follows:

"⁴ DCS is required to complete a Case Plan not later than sixty (60) days after:
(1) the date of the child's first placement; or
(2) the date of a dispositional decree;
whichever comes first. IC 31-24-15-2. DCS is required to give the Case Plan to Contractor ten (10) days after its completion. IC 31-34-15-3."

G. In Section 3. **Responsibilities of the Placing Agency**, Paragraph H of the original Contract is hereby deleted in its entirety and replaced with the following paragraph:

"H. **Transfer of the Child.** The Placing Agency will determine if court approval is required or should be obtained for the transfer of a Child due to emergency respite or placement disruptions, and will be responsible for obtaining such approval. When a Contractor gives notice pursuant to Section 5.G. below, the Placing Agency will work diligently with the Contractor to locate another appropriate placement for the child."

H. In Section 4. **Duties of Contractor**, Paragraph A.(1) of the original Contract is hereby deleted in its entirety and replaced with the following paragraphs:

"(1) *Program Service Categories.* The per diem paid to the Contractor, and more fully described in Section 6 (Consideration) is based on the programs that the Contractor provides for placement of a Child. The Contractor's license categories, facilities and programs available through the Contractor are set forth on **Attachment 1**. The program for each individual Child placed with the Contractor through the Placing Agency will be stated in an Individual Child Placement Referral ("ICPR") sent by the Placing Agency to the Contractor at the time the Child is placed with the Contractor.

The Contractor must comply with Service Standards issued by DCS that related to a Program Service Category for which the Contractor provides for placement of a Child. These Service Standards are hereby

incorporated into this Contract by reference and are available in their most current form on the DCS website under Placement (<http://www.in.gov/dcs/2334.htm> or successor link).

The Contractor must have a description of admission and exclusionary criteria, as well as policies for handling youth on a waiting list, for each contracted program that is approved by Residential Licensing.”

I. In Section **4. Duties of Contractor**, Paragraph A.(4) of the original Contract is hereby deleted in its entirety and replaced with the following paragraph:

“(4) *Adherence to the Case Plan and Assessment Tool Results.* The program and services that the Contractor provides to a Child under this Contract and the ICPR must be consistent with all the terms and provisions of any Case Plan prepared for the Child, or any other written Case Plan for the Child that is in effect at the time of placement, and any modifications to the Case Plan that are made while the Child is placed with the Contractor. The programs and services shall also be consistent with the needs of the Child as identified on any assessment completed by the Placing Agency and provided to the Contractor. For probation youth, this would be the IYAS and for DCS youth, this would be the CANS. The Contractor shall support the activities of the Placing Agency in the achievement of safety, permanency and well-being objectives as outlined in the Case Plan and the reduction of risk for probation youth. The Contractor shall work in conjunction with the assigned Family Case Manager or Probation Officer in the planning of treatment, service delivery, and family visits.”

J. The footnote previously identified as “3” in the Original Contract shall be renumbered as footnote “5”.

K. In Section **4. Duties of Contractor**, Paragraph A.(5)(b)(ix) of the original Contract is hereby deleted in its entirety and replaced with the following paragraph:

“(ix) Education:

The Contractor shall collaborate with the Placing Agency to ensure that each Child of mandatory school age who has not earned a high school diploma is receiving an appropriate elementary or secondary school education or developmentally appropriate vocational skills program. All education should be consistent with the provisions of any individual education plan (IEP) developed for the Child either prior to placement or during the Child’s placement (and copies of an IEP should be kept in the child’s file). The Contractor in collaboration with the Placing Agency shall coordinate with the Child’s home school system upon admission and discharge from the facility, including transfer of the Child’s previous school records and immunization records. The education program that the Child attends while placed with the Contractor must be accredited and have licensed teachers⁶.

The Contractor shall also provide school supplies and other educational tools, such as access to computers, that a Child needs to be successful in school. The Contractor shall provide transportation to school unless required to be provided by the public school. If the Contractor provides education within the residential facility, DCS will pay for education as set out in 465 IAC 2-16 and the accompanying Provider Manual.

The Contractor shall also ensure that Child(ren) who have earned a high school diploma are receiving post-secondary, vocational or independent living programming during the time that other residents are in school.”

L. The footnote previously identified as “4” in the Original Contract shall be renumbered as footnote “6”.

M. In Section **4. Duties of Contractor**, Paragraph A.(5)(b)(xi) of the original Contract is hereby deleted in its entirety and replaced with the following paragraphs:

“(xi) Treatment and/or Care Plan:

The Contractor shall complete Treatment Plans for each Child admitted to its program(s), except for emergency shelter care. The Treatment Plan must address the primary reasons for placement as well as a method for achieving the Child’s permanency plan. For probation youth, the treatment plan must also address the criminogenic needs of the youth as outlined on the IYAS, giving priority to those rated the highest. The Contractor shall ensure that its staff, the Child him/herself, and any significant family members and/or significant individuals, are actively involved in the treatment planning process. The Treatment Plan must be completed within seven (7) days of admission for both the medically necessary portions of the Treatment Plan and the non-medically necessary portions of the Treatment Plan. It is recommended that a temporary Treatment Plan be completed within the first 24 hours or as soon as possible if the placement is over the weekend. The Treatment Plan must be updated every ninety (90) days. Additionally, the Contractor shall have a written discharge plan for the Child.

For emergency shelter care programs, the Contractor shall prepare a care plan as required by 465 IAC 2-10-66 or 465 IAC 2-13-64.”

N. In Section **4. Duties of Contractor**, Paragraph A.(5)(b)(xii) of the original Contract is hereby deleted in its entirety and replaced with the following paragraph:

“(xii) Independent Living Services:

Except for in emergency shelter care programs, the Contractor shall comply with the relevant DCS IL service standard current at the time of service delivery for the Contractor’s licensure category and shall address the full array of IL services and skills described therein. These Service Standards are hereby incorporated by reference and are available in their most current form on the DCS website under Placement (<http://www.in.gov/dcs/2334.htm> or successor link). The Contractor should ensure youth are receiving Independent Living skills education in the residential facility. Independent Living education should start the day the youth/Child is placed, not waiting until the Child reaches age sixteen (16). The Contractor should document IL services for youth aged sixteen (16) and over in the monthly report submitted via the National Youth in Transition Database (“NYTD”) portal.”

O. In Section **4. Duties of Contractor**, Paragraph B.(2) *Staffing* of the original Contract will conclude with the following paragraph:

“Requests for payment for additional staffing for a child (such as a ratio of one staff to one child, referred to as “1:1 staffing”) must be approved by the Deputy Director of Placement Support and Compliance. Additional staffing is considered a type of “special precaution.” The additional staff must be dedicated to the child and cannot be used in any other capacity during the 1:1 time. Contractor must retain documentation of each staff dedicated to the child which must include at least the names of staff and the days/hours worked.”

P. In Section **4. Duties of Contractor**, Paragraph B.(3) of the original Contract is hereby deleted in its entirety and replaced with the following paragraphs:

“(3) CANS. The Contractor shall administer the age appropriate Child and Adolescent Needs and Strengths Assessment (CANS) Comprehensive tool. The Contractor acknowledges that DCS will also conduct periodic CANS for the Child but that assessments by both parties are intentional and may be

anticipated to have different results given the timing and context of the assessments. The Contractor also acknowledges that CANS results are used to track outcomes, and that the requirements for CANS may change over the term of the Contract. Initially, the Contractor shall administer the age appropriate CANS within 7 days of admission of a Child to a facility. CANS reassessments are required every six (6) months by the Contractor and at discharge. The Contractor is required to enter the data from the CANS assessment into the Data Assessment Registry Mental Health and Addictions (DARMHA) database. CANS users must be re-certified as required by the Department of Mental Health and Addiction. The Contractor will utilize the CANS results for treatment planning.

For the emergency shelter care program category, the Residential Provider can complete the short version of the CANS; it must be completed within seven calendar days of admission. If any items are rated as a 2 or 3 on the short version of the CANS, then the comprehensive CANS must be completed by either the facility or by an outside mental health professional qualified to complete the CANS. The short CANS tools include behavioral health needs, functioning and risks for the child and the caretakers' needs and strengths. The ratings of individual needs and intensity of service recommendations can be used to support a family's and referral agency's decisions about the next steps and possible interventions.

As to the CANS at discharge, if a child transitions to a different level of care within the same provider, the CANS completed for discharge can be utilized at intake to the different level of care (e.g., one CANS for transition purposes can be used for discharge and intake when reporting outcomes to DCS.”

Q. In Section 4. **Duties of Contractor**, Paragraph B.(4) of the original Contract is hereby deleted in its entirety and replaced with the following paragraphs:

“(4) Healthcare – Physical and Behavioral Needs.

(a) For the purposes of the routine and emergency medical care referenced in the ICPR, DCS' signature on this Contract shall serve as its consent to such care.

(b) In addition to its obligations for physical and dental examinations set forth in 465 IAC 2-9 through 465 IAC 2-13, the Contractor will ensure that an initial exam consists of early and periodic screening, diagnosis, and treatment (EPSDT) services. The Contractor will ensure the Child's medical passport is updated as needed for DCS' wards.

(c) The Contractor shall comply with all applicable laws and rules and DCS policies, and the notice and consent requirements and other considerations described therein regarding medical care (see specifically policies 8.25-8.36) and parameters on discipline (see policy 8.18) and all related laws. Parties acknowledge that a set of mutually acceptable consent /release/ authorization forms is being developed and that the Contractor and DCS will use these standard forms once finalized. The policies are found at <http://www.in.gov/dcs/2354.htm> or successor link.

(d) The Placing Agency will advise the Contractor at the time of placement or as soon as possible (depending on when the information is available from Medicaid) if the Child is eligible for Indiana Medicaid coverage and will provide the Child's Medicaid number. The ICPR will include the Child's Medicaid number if available.

(e) With respect to medical care for the Child's physical needs, if the Child is eligible for Medicaid, the Contractor will determine whether the Child's services are eligible for Medicaid coverage under any applicable provision of the Indiana Medicaid State plan or under any available Medicaid waiver. If the services for the Child's physical needs are eligible or available under any Medicaid waiver and if the Contractor is enrolled as a Medicaid provider, the Contractor will request Medicaid

authorization for coverage of the Child's treatment program or services and will timely provide all documentation and information that is within its control and necessary to pursue Medicaid or waiver reimbursement, including appeals of denials. The Placing Agency will provide any needed assistance and documentation to facilitate Medicaid authorization and coverage. Except as provided herein, if the Child is Medicaid-eligible and the Contractor does not provide the required service for the Child's physical needs, the Contractor will seek and use a Medicaid-eligible provider or waived service and will similarly pursue reimbursement. If a Medicaid-eligible or waiver service provider is not available or appropriate, the Contractor must seek prior approval from DCS for use of any such non-Medicaid providers unless an emergency situation occurs. The Contractor will, at all times, coordinate with the Placing Agency to manage Child's medical care.

(f) With respect to medical or behavioral emergencies:

(i) The Contractor will notify the Placing Agency in writing (by facsimile or e-mail transmission) either prior to or not later than four (4) hours after its occurrence, of any injury or illness requiring emergency room medical attention, hospitalization, or invasive treatment for a resident. The Contractor shall have DCS approved policies and procedures describing how it will communicate to placing agencies and families with regard to medical issues and concerns.

(ii) Per DCS Policy, all non-routine, non-emergency medical procedures will require at least one (1) written medical opinion and court approval. Unless parental rights have been terminated, a parent, guardian, or custodian may authorize medical treatment for a Child who is a ward of the DCS. The use of psychotropic medication must be authorized as required in DCS policy.

(g) Physician orders for emergency medications must include a rationale for use. When discontinued, the orders should also include the criteria or rationale for discontinuing the medication or special precaution.

(h) The Contractor shall have DCS-approved policies and procedures describing its medical treatment principles and practices, including whether onsite or offsite medical staff is utilized and the type of licensing, training, and supervision of staff involved with medication issues.

(i) Orders for special precautions must include:

1. an initial assessment to identify the behaviors that pose a risk to the child and/or others;
2. written documentation that specifies the rationale for the precaution, conditions of the precaution, intervals for periodic reassessment, and criteria for discontinuation;
3. documentation of periodic reassessment; and
4. written documentation that specifies the rationale for discontinuing the precaution.”

R. In Section 4. **Duties of Contractor**, Paragraph B.(6) of the original Contract is hereby deleted in its entirety and replaced with the following paragraphs:

“(6) *Behavioral Control/Transfers of Child/Notice*. In response to an emergency situation or need for temporary intervention, the Contractor shall address de-escalation and behavior modification within the program referred on the ICPR, including use of on-call case management staff and/or therapists and appropriate restraints and seclusion. Should the Contractor make an emergency transfer of any Child to a

different DCS-licensed program, level of care, or physical location, the Contractor will notify the Placing Agency within four (4) hours of such transfer. Such transfers shall be at no additional cost to DCS.

If the Child is in need of a new placement, the Contractor must notify and request approval of the Placing Agency prior to such placement and obtain an ICPR when needed. When seeking Placing Agency approval, the Contractor must present evidence that the Contractor's staff used all avenues to preserve the placement in the program. The Contractor shall give 30 days' notice whenever possible to allow the Placing Agency adequate time to find an appropriate placement.

Before implementing an approved transfer to a different program or facility, the Contractor will consult with the receiving program staff to promote a successful transition for the Child and to maintain continuity of the specialized services and care unique to the Child."

S. The footnote previously identified as "5" in the Original Contract shall be renumbered as footnote "7".

T. In Section **4. Duties of Contractor**, Paragraph B.(8) of the original Contract is hereby deleted in its entirety and replaced with the following paragraph:

"(8) *Restraints/seclusion⁸/time out.* The Contractor shall comply with all applicable laws and rules and DCS policies regarding limitations on the use of restraints, seclusions and time out, including the applicable sections of the Children's Health Act of 2000 (42 U.S.C. § 290jj *et seq.*). Contractor agrees to cooperate with DCS in ensuring compliance with the *Psychotropic Medication Guidelines for Youth in Care of Indiana Department of Child Services*. The Contractor shall refrain from using mechanical restraints in all programs, including Secure Treatment programs. The Contractor shall have procedures to document and monitor contraindications to the use of seclusion or restraint. DCS recommends that all contractors develop a plan to minimize the use of seclusion, restraint and time out within their contracted programs."

Footnote 8, referenced above, is the footnote previously identified as footnote 6 in the original Contract.

U. In Section **4. Duties of Contractor**, Paragraph B.(10) of the original Contract is hereby deleted in its entirety and replaced with the following paragraph:

"(10) *Reporting Incidents.* The Contractor shall report to the Placing Agency within 24 hours any issue concerning a child placed with the Contractor that impacts his or her health, case or permanency plan progression, welfare, or general well-being. The Contractor shall document the incident in a complete and thorough manner on an incident report form. Such incident report forms shall be available to DCS at annual reviews. The Contractor shall collect, aggregate and analyze critical incident data, as defined in **Attachment 3**. The Contractor agrees to report actual and per/100 patient day critical incident data to DCS Residential Licensing on a monthly basis."

V. In Section **4. Duties of Contractor**, Paragraph B.(13) *Person Searches* is added as follows:

"(13) *Person Searches.* The Contractor must have a Search policy that is approved by DCS. The policy, at a minimum, must address the following:

- Criteria for initiating a person search;
- Staffing requirements;
- Documentation requirements;
- Protocol for searches with clothing on;

- Protocol for searches that may be part of the Contractor’s standard intake/admission process (e.g., nursing assessment); and
- Protocol, including criteria, for discontinuing child-specific searches (e.g. when a child returns from 3 consecutive home visits with no contraband, searches will be discontinued).

As part of the Search policy, Contractor must have a detailed protocol for searches in which a child is asked to remove all clothing or clothing down to underwear. At a minimum, the protocol must address the following:

- Criteria for initiating a search that involves removal of clothing;
- Accommodations and rationale for this type of search;
- Detailed protocol describing how such searches will be conducted, including locations, methods and staffing (e.g., number of staff present, gender considerations, qualifications, etc.);
- Documentation requirements;
- Protocol, including criteria, for discontinuing child-specific searches that involve removal of clothing.”

W. In Section **4. Duties of Contractor**, Paragraph C.(1)(b) of the original Contract is hereby deleted in its entirety and replaced with the following paragraph:

“(b) any behavioral health services provided by the Contractor, its subcontractors or agents shall be provided in accordance with all Medicaid requirements (if the service is Medicaid billable), the Provider Manual and the most current version of DCS’ service standards for behavioral health services in a residential setting (“Service Standards”) applicable at the time services are rendered. Service Standards are modified/updated from time to time by DCS. These Service Standards are hereby incorporated by reference and are available in their most current form on the DCS website under Placement (<http://www.in.gov/dcs/2334.htm> or successor link).”

X. In Section **4. Duties of Contractor**, Paragraph C.(5) of the original Contract is hereby deleted in its entirety and replaced with the following paragraph:

“(5) The Contractor shall adopt and utilize evidence-based practices that best suit the needs of the target populations they propose to serve. The Contractor may choose a range of evidence-based models; however, given that a majority of youth placed by DCS in residential treatment programs have experienced significant trauma, the Contractor must utilize Trauma-Focused Cognitive Behavioral Therapy (TF-CBT). For use of other evidence practices instead of TF-CBT, the Contractor must get prior approval from DCS before implementing. These Service Standards are hereby incorporated into this Contract by reference and are available in their most current form on the DCS website under Placement (<http://www.in.gov/dcs/2334.htm> or successor link).”

Y. In Section **5. General Obligations of the Contractor**, Paragraph C.(5) of the original Contract is hereby deleted in its entirety and replaced with the following paragraphs:

“C. Temporary Absence from Program.

This section applies to all residential program categories except emergency shelter care. Any absences from emergency shelter care will constitute a new admission.

- (1) If a Child placed for residential treatment services with the Contractor runs away or otherwise leaves the facility without proper authorization or supervision, or is admitted to

a hospital (this includes physical and acute psychiatric stays), the Contractor shall hold the room and bed in the home which is available for the Child's return for up to five (5) calendar days after the Child has been absent from the facility overnight, unless otherwise directed, if there is an intent for the child to return to the facility. If a child has run away and is located within the five (5) day bed hold period and placed elsewhere, the bed hold will end as of the day the child is placed elsewhere. The bed hold will end for a Child admitted to the hospital if the Child is discharged from the hospital within the five (5) days and placed elsewhere. To bill for the bed hold, there must be intent for the Child to return to the facility. If the Child does not return to the program within five (5) consecutive days of absence, the Contractor will release the room or bed to which the Child was assigned and terminate the per diem charge for the Child at the facility.

- (2) If a Child placed for residential treatment services is absent due to being placed in a detention center, the Contractor shall not bill DCS for the days in detention.
- (3) If a Child placed for residential treatment services is absent due to a visit with parents, siblings, or other relatives, the Contractor can bill DCS for the days of the visit up to ten (10) days, as long as the placing agency has approved the visit in writing.
- (4) Any exceptions to the above must be approved in writing by the Deputy Director of Placement Support and Compliance."

If a Child placed with the Contractor leaves the facility for the purpose of visits with a licensed foster home, DCS will pay the Contractor for the visit days which have been approved by DCS even if DCS is also paying the foster home."

Z. The following additions will be included in Section 6. **Consideration:**

At 6.B., the section will conclude with the following sentence:

"DCS will pay for 1:1 staffing after approval from the Deputy Director of Placement Support and Compliance by setting a rate utilizing the Contractor's cost report."

Paragraph I. will be added to Section 6. as follows:

"I. Community Mental Health Initiative (CMHI) Placements. Funding for respite services to children placed with the Contractor through the CMHI initiative will be provided by DCS. The rate for respite services is \$100 per day. Because this is considered a service, a service referral will be issued for the respite stay."

4. **Attachment** [redacted] attached to the Contract is hereby superseded and replaced in its entirety with **Attachment AM2-R1**, attached hereto and incorporated herein by reference.

All matters set forth in the original Contract and Amendment #1, and not affected by this Amendment #2/Renewal #1 shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment #2/Renewal #1 other than that which appears upon the face hereof.

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment #2/Renewal #1, do by their respective signatures dated below agree to the terms thereof.

Contractor: _____
A Residential Treatment Services Provider

Indiana Department of Child Services

By: _____

By: _____

Mary Beth Bonaventura, Director

Name and Title, Printed

Date: _____

Date: _____

Approved by:
Indiana Department of Administration

Approved by:
State Budget Agency

By: _____ (for)
Jessica Robertson, Commissioner

By: _____ (for)
Brian E. Bailey, Director

Date: _____

Date: _____

To be replaced by Form approval block, when issued
APPROVED as to Form and Legality:
Office of the Attorney General

(for)
Gregory F. Zoeller, Attorney General

Date: _____

This Amendment #2 & Renewal #1 form was prepared by Tammera J. Glickman, DCS counsel. This individual Amendment #2 & Renewal #1 was reviewed and approved by agency legal counsel on _____, Initials _____