

# MEMORANDUM OF UNDERSTANDING

Between the

**INDIANA STATE BUDGET AGENCY**

and the

**INDIANA DEPARTMENT OF CHILD SERVICES**

This Memorandum of Understanding is entered into by and between the Indiana State Budget Agency (“SBA”) and the Indiana Department of Child Services (“DCS”, “sub state agency”, or “Sub State Agency”). The parties mutually agree to the terms and conditions set forth herein.

**WHEREAS**, SBA, an agency of the Office of Management and Budget (“OMB”), is designated by OMB to accept and administer funds from the federal Coronavirus Aid, Relief and Economic Security (CARES) Act, Pub.L. 116–136; and

**WHEREAS**, DCS has authority under Indiana Code Art. 31-25 to provide and administer child services for the State; and

**WHEREAS**, the parties enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

**NOW, THEREFORE**, the parties agree to the terms and conditions set forth below:

## **I. Purpose**

The purpose of this MOU is to memorialize an agreement to reimburse DCS for necessary expenditures related to the State’s response to the COVID-19 public health emergency, as more fully set forth in Attachment A, (the “Program”) and provide guidance to DCS for the purpose of complying with federal requirements under 2 C.F.R 200.

## **II. Grant Information**

- a) CFDA number and name: **21.019**
- b) Federal Award Name: **Coronavirus Relief Fund (“CRF”)**
- c) Federal Award Identification Number: **N/A**
- d) Federal Award Date: **March 27, 2020**
- e) Name of Federal Agency: **U.S. Treasury**
- f) Total Amount of Funds obligated to the sub state agency: **\$10,800,000.00**
- g) Period of time sub state agency can obligate funds: start and end date. **The CRF funds may be used to cover expenditures that were incurred between March 1, 2020, and December 30, 2020.**
- h) Period of time the sub state agency can liquidate funds: start and end date: **The CRF funds may be used to cover expenditures that were incurred by December 30, 2020. Liquidation period, although not defined, is expected to be no later than 90 days after the close of the 2020 calendar year.**

- i) Requirements imposed on the sub-state agency so that the award is used in accordance with Federal statutes, regulations and the terms and conditions of the award. **The federal funds are considered federal financial assistance subject to the Single Audit Act of (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Grant Guidance; 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. § § 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. In addition, guidance from the Department of Treasury.**
- j) Indirect cost rate or cost allocation that can be charged to the federal grant: **None at this time.**
- k) Match requirements: **None.**

### III. Term

The MOU shall be in effective from June 15, 2020, through January 31, 2021.

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

### IV. Obligations of the Parties

The parties agree to the following obligations under this MOU:

1. SBA agrees to provide to DCS from the CARES Act an amount not to exceed the amount listed in Section II(f), which may be amended from time to time. DCS agrees to return to SBA any unused funds.
2. DCS will follow federal expenditure procedures as outlined in the State Board of Accounts manual.
3. DCS acknowledges that it is a Sub-State Agency as that term is used in the State Board of Accounts manual.
4. DCS will administer the Program in accordance with federal laws and guidance of the CARES Act, US Treasury guidance and policies, OMB and SBA policies and procedures, State Board of Accounts guidance on administration and tracking of COVID-19 funds, and any policies or procedures implemented by DCS for administration of the program. DCS's responsibilities to administer the Program include:
  - a. Provide communications and monthly reports to the Director of the OMB and the Director of SBA no later than ten (10) days after the end of the month regarding the status of the Program, including a detailed breakdown of the expenditures reimbursed under the Program and an explanation of why those expenditures were necessary to respond to the COVID-19 public health emergency;
  - b. Cooperate with any audit regarding use of Program funds by State Board of Accounts or as otherwise required under the CARES Act or other federal law.
5. SBA will assist DCS as necessary with the administration of the Program.

## **V. Records Retention**

DCS agrees to maintain records to support compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)). This may include, but is not limited to, copies of the following:

1. general ledger and subsidiary ledgers used to account for (a) the receipt of Coronavirus Relief Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
2. budget records for 2019 and 2020;
3. payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
4. receipts of purchases made related to addressing the public health emergency due to COVID-19;
5. contracts and subcontracts entered into using Coronavirus Relief Fund payments and all documents related to such contracts;
6. grant agreements and grant subaward agreements entered into using Coronavirus Relief Fund payments and all documents related to such awards;
7. all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
8. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
9. all internal and external email/electronic communications related to use of Coronavirus Relief Fund payments; and
10. all investigative files and inquiry reports involving Coronavirus Relief Fund payments.

DCS will maintain records for a period of five (5) years after final payment is made using Coronavirus Relief Fund monies. These record retention requirements are applicable to all prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of Coronavirus Relief Fund payments from prime recipients.

## **VI. SEFA Reporting**

DCS will identify Emergency Acts expenditures separately on the DCS Schedules of Expenditures of Federal Awards (SEFA).

Personnel expenses reimbursed by CRF funds must meet the requirements of the program as provided by the U.S. Department of Treasury.

## **VII. Modifications**

This parties may modify this MOU by a written, mutual, signed amendment.

## **VIII. Notices**

Any notice required or permitted to be given under this MOU shall be sent to the following:

State Budget Agency  
Attn: Lisa Acobert

State House Room 212  
200 W. Washington Street  
Indianapolis, IN 46204  
LiAcobert@sba.IN.gov

Indiana Department of Child Services  
Attn: Chris Fletcher (or successor)  
402 W. Washington Street  
Indianapolis, IN 46204  
[Paul.Fletcher@DCS.IN.gov](mailto:Paul.Fletcher@DCS.IN.gov) (or successor's email address)

**IX. Termination or Suspension**

This MOU may be terminated or suspended by either party if the other party has failed to comply with the terms of this MOU, or for any reason if such termination is in the best interest of the terminating agency, upon thirty (30) days written notice. The notice of termination or suspension shall state the reasons for termination or suspension. Regardless of the reason for termination or suspension, the parties will be compensated for services properly rendered prior to termination or suspension of this MOU.

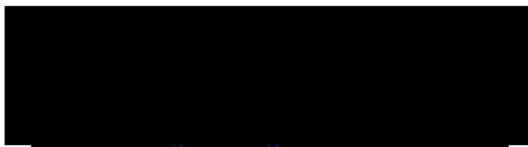
**X. Entire Agreement**

This MOU constitutes the entire agreement of the parties and may only be amended by the written mutual consent of the parties.

**XI. Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the agreeing party, or that he/she is the representative, agent, member or officer of the agreeing party, that he/she has not, nor has any other member, employee, representative, agent or officer of the division, firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears on the face of this Agreement.

**In Witness Whereof**, SBA and DCS have, through duly authorized representatives, entered into this MOU. The parties having read and understand the foregoing terms of this MOU, do by their respective signatures dated below hereby agree to the terms thereof.



Terry J. Sugdon, Director  
Indiana Department of Child Services



Zachary Q. Jackson, Director  
State Budget Agency

DATE: October 18, 2020

DATE: 10/20/2020

## ATTACHMENT A



Eric J. Holcomb, Governor  
Terry J. Stigdon, MSN, RN, Director

### Indiana Department of Child Services

Room E306 – MS47

302 W. Washington Street  
Indianapolis, Indiana 46204-2738

317-234-KIDS  
FAX: 317-234-4497

[www.in.gov/dcs](http://www.in.gov/dcs)

**Child Support Hotline: 800-840-8757**  
**Child Abuse and Neglect Hotline: 800-800-5556**

### COVID Impact to DCS Providers

Goals: Provide financial support for unbudgeted, COVID related expenses of DCS providers balanced with availability of resources to support such expenses.

Types of Expenses: Unbudgeted admin and service expenses such as overtime, health screening, PPE, additional service delivery costs and cleaning.

Method: Each provider would be eligible for one payment per DCS contract covering previously unbudgeted expenses incurred related to the COVID-19 public health emergency. We would amend existing contracts to clarify the source of funding and outline how to submit the request, including supporting documentation, audit requirements and the impact on future rate calculations. Providers must submit a request form outlining specific expense increases so it's a reimbursement with documentation. The form would also gather information on any other federal or state COVID assistance to prevent duplicate payments. If provider doesn't request assistance, they won't receive it.

Any additional assistance, either state or federal outside of the pre-COVID rate would also be reported during the CY2022 LCPA and residential rate calculation process to eliminate any risk of paying for an expense twice.

Budget: Recommend 10% above what DCS otherwise would have paid, or \$10.8M over a 4 month period.

DCS spent over \$135M from Feb through June 2020 on Community Based, Concrete Assistance and Residential Placements. IARCA submitted information from 16 providers, only 3 identified by name. The requests add up to \$5.6M of which only \$3.4M is reported as actual costs incurred at the time the information was submitted. The time periods reported vary. The average request/day ranges from \$141 to \$19,482.



*Indiana children will live in safe, healthy and supportive families and communities.*

Given so many providers within the sample did not provide their name, it is unclear if they are similar businesses. Of those that provided a budgeted monthly expense prior to the pandemic compared to the calculated average COVID impact/day and then removing the max outlier, the remaining averaged a 10% increase in cost due to COVID-19<sup>1</sup>. A 10% additional payment would equate to \$10.8M over a 4 month period.