

**AMENDMENT #1/ RENEWAL #1 to
CHILD PLACING AGENCY CONTRACT**

EDS #

This is Amendment #1/ Renewal #1 (“Amendment #1/ Renewal #1”) to the Contract (the “Contract”) entered into by and between the **Indiana Department of Child Services (the “State” or “DCS”)** and , a licensed Indiana Child Placing Agency 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];

Whereas, the Parties wish to amend the Contract to include certain State boilerplate language; and

Whereas, the Parties wish to amend the Contract to make certain revisions to some of the contractual language in the Contract to reflect current adjustments 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 **3. Responsibilities of the Placing Agency**, Paragraph B. **Assessment** will conclude with footnote 2 as follows:

“² When the placement is through Cross System of Care Coordination (CSCC), the CSCC provider will communicate the category of supervision. The CSCC provider will utilize the results from the assessment tool completed by the DCS Family Case Manager. If a Licensed Child Placing Agency requests a review of the category of supervision, the CSCC provider will

coordinate with the DCS Local Office Director such that the review will be conducted by the DCS Local Office Director.”

C. In Section **3. Responsibilities of the Placing Agency**, Paragraph H. **Transfer of Child** will conclude with the following sentence:

“When a Contractor gives notice pursuant to Section 5.E. below, the Placing Agency will work diligently with the Contractor to locate another appropriate placement for the child.”

D. In Section **4. Duties of Contractor**, Paragraph A.(2) of the original Contract is hereby deleted in its entirety and replaced with the following paragraph:

“(2) *Compliance with Administrative Rules.* The Contractor warrants and represents that it has read and understands the Administrative Rules adopted by DCS, and found at 465 IAC 1.5 and 2, and that Contractor’s compliance with the Rules is a material term of this Contract.”

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

“(5) *Availability of Services.* Services, including crisis or emergency support services, shall be available and provided twenty-four (24) hours per day, seven (7) days per week, including holidays, in the Contractor’s licensed foster homes for the duration of the Contract.”

F. In Section **4. Duties of Contractor**, Paragraph A.(7) *Preparation for Placement* of the original Contract is hereby deleted in its entirety and replaced with the following paragraphs:

“(7) *Preparation for Placement.* If the placement occurs before the time the approved assessment tool is completed, the rate that is determined when the approved assessment tool is completed will be retroactive to the first day of placement.

Within seven (7) business days of the placement, the Contractor shall prepare a Treatment Plan that is consistent with the Child's ICPR and current Case Plan. The Treatment Plan shall address the primary reasons for placement as well as a method for achieving the Child’s permanency plan. 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 updated every ninety (90) days.”

G. In Section **4. Duties of Contractor**, Paragraph A.(7) *Discharge Plans* of the original Contract is hereby deleted in its entirety and replaced with the following paragraph:

“(7) *Discharge Plans.* The Contractor must have a written discharge plan for the Child. This can be part of the Treatment Plan.”

H. In Section **4. Duties of Contractor**, under Paragraph A, section (8) *Review of Foster Homes* is added as follows:

“(8) *Review of Foster Homes.* If a foster home licensed by Contractor is not utilized for a 90 day period prior to a placement, the Contractor will:

(a) prior to a placement, verbally confirm with the foster parent that no significant changes have occurred within the foster home; and

(b) within 48 hours of the placement, conduct a home visit of the foster home to ensure that no significant changes have occurred.

I. In Section 4. **Duties of Contractor, Paragraph B. Responsibilities for a Child in Foster Care** of the original Contract is hereby deleted in its entirety and replaced with the following paragraphs:

“(1) *Quality of Foster Care.* The Contractor will ensure that the foster parents it licenses will be appropriately trained as DCS requires, consistent with the approved pre-service curriculum. For in-service training and any additional pre-service training required for therapeutic-level placements, only training that has a documented curriculum, adequately qualified trainers and is relevant to the care of children will be credited toward the training requirements. The number of children served on a daily basis shall not exceed the capacity of the foster home, as specified in the applicable license. The Contractor will adequately monitor its licensed foster parents to ensure quality of care. This must include periodic face-to-face contact with both foster children and foster parents as described in B.3.

(2) *Staffing.* The Contractor agrees that it will hire staff, subcontract or lease employees as necessary to deliver the services available under this Contract. The Contractor agrees that all expectations in this Contract apply equally to the Contractor’s staff whether they are regular employees, leased employees or subcontractors. The Contractor shall ensure staff can effectively perform the roles and responsibilities associated with their positions and ensure that staff are appropriately trained and maintain population-specific competencies.

Staff performing the duties of licensing foster homes must have, at a minimum, a bachelor’s degree from an accredited school in social work, counseling, or a related human service area of study. Experience may substitute for a bachelor’s degree which will be considered by DCS on a case by case basis. A waiver must be submitted to the DCS Residential Licensing Manager and must comply with Indiana Code 31-27-2-8.

Staff performing case management duties shall meet the personnel qualifications of “case worker” in 465 IAC 2-2-6.

(3) *Case Management Contacts with Foster Home and Child.* Contractor is required to have ongoing contact with the foster child to ensure their needs are being met and ongoing contact with the foster parent(s) to provide appropriate support and supervision. Minimum levels of ongoing contact are defined below:

Maintenance Payments only. If the Contractor is receiving a maintenance payment with no Enhanced Supervision payment, the Contractor shall ensure one visit with the Child at the foster home monthly and weekly telephone contact with the foster parent(s).

Enhanced Supervision. If the Contractor is receiving an Enhanced Supervision payment, the Contractor shall ensure the following minimum:

Enhanced Supervision category Foster Care with Services: visits at least every other week with the Child and with the foster parents, with at least every other one being in the foster home;

Enhanced Supervision category Therapeutic: at least weekly visits with the Child and with the foster parents, with at least every other one being in the foster home;

Enhanced Supervision category Therapeutic Plus: visits at least twice a week with the Child, with at least every other one being in the foster home, and a weekly visit with the foster parent(s).

(4) *Healthcare – Physical 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 2-2-11, the Contractor will ensure compliance with 465 IAC 2-1.5-19, which requires an initial exam consisting 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, including specifically 465 IAC 2-1.5, 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, including limitations on use of physical restraints or seclusions in 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*. Parties acknowledge that a set of mutually acceptable consent /release/ authorization forms is being developed and that Contractor and DCS will use these standard forms once finalized. The policies are found at www.in.gov/dcs.

(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 it is 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.

(5) *Visits with Family.* The Contractor shall be responsible for arranging for transportation for visitation with the Child's family members or others, as approved by the Placing Agency and in accordance with the Child's ICPR, at times that accommodate the reasonable needs of the family. This does not include supervising the visit. A separate referral will be issued if DCS wishes the Contractor's staff to supervise visits.

(6) *School Registration.* The Contractor shall ensure that a Child is properly registered in a school facility, grade, or program that is appropriate for the Child's educational needs and consistent with the provisions of any individual education program (IEP) developed for the Child either prior to

placement or during the Child's placement. This includes transfer of the Child's previous school records and immunization records between schools. Unless an exception is permitted or required by the Child's Case Plan or otherwise approved by the Placing Agency as necessary for the Child's particular needs, the Child's educational program will be provided in a public school in the community where the foster home is located or in the school corporation in which the Child has legal settlement. Unless otherwise specified in the Child's Case Plan, or unless otherwise specified in an educational program approved by the applicable DCS Regional Manager, the educational services provided shall meet the standards set by the Indiana Department of Education, including eligibility for transferable credit towards graduation.

(7) *Extracurricular activities.* The Contractor shall ensure that the Child participates in extracurricular activities as appropriate to the needs, desires, and capabilities of the Child. The Contractor shall use its best efforts to ensure that the Child maintains connections with schools, churches, friends, families and the communities relevant to the Child, as deemed appropriate by Placing Agency in collaboration with the Contractor. Contractor shall make community resources available to the Child and encourage participation and involvement in community based programming, as appropriate, to ensure that the Child develops skills for living successfully in the community. Examples of such resources that Contractor shall make available to the Child include, but are not limited to: opportunities to participate in volunteer civic activities, use of public agencies/services, promotion of positive peer influences, and participation in recreational activities at local gyms or community centers.

(8) *Progress Reports and Court Appearances.* The Contractor will ensure that a progress report relating to the Child's current Case Plan and Treatment Plan will be completed and forwarded to the appropriate DCS Family Case Manager or probation officer at least monthly. The Contractor will use any standard report form(s) required by DCS with relevant assessments, evaluations or other updates attached as necessary. Each progress report must specifically address the following:

- Progress toward permanency plan goals;
- Services provided, including behavioral health services if provided by Contractor⁴
- Treatment Plan goals and accomplishments;
- Current needs of the Child;
- Plans to meet identified needs of the Child; and
- Projected discharge date;
- Any other information requested by the Placing Agency as it relates to the Child and family's progress.

The Contractor shall make available appropriate Title IV-E case management staff for the preparation of all progress reports, discussion of the reports with staff of the Placing Agency, and, to the extent appropriate, discussions with the Child's parent(s), guardian, legal custodian and other members of the Child and family team.

(9) *Title IV-E Case Management.* The Contractor shall make available at least one (1) Title IV-E case management staff person who is knowledgeable about the Child's progress as needed for appearances at court hearings to present progress reports and prognosis of treatment, and to answer questions concerning the Child who is the subject of the hearings. No additional payments will be made for travel to court appearances or the time spent at court appearances. The Contractor may fulfill this obligation by alternatives to in-person appearances including appearances by telephone, videoconference, and any other technological means or business records affidavits as allowed by the court and approved by DCS.

(10) *Transfers of Child.* Excluding any time periods scheduled for planned respite and in response to an emergency situation where the Child is in need of respite (as defined by DCS Policy), the Contractor may transfer any Child to a different licensed foster home for a period of up to twenty-four

(24) hours; or if during a weekend or holiday, until the start of the next state of state business day. Such transfers shall be at no additional cost to DCS. The Contractor shall notify the Placing Agency as soon as possible of the emergency situation. The Contractor shall attempt to locate a home as similar to the current foster home as possible that can meet the needs of the Child.

DCS shall be notified prior to the emergency respite if at all possible, but at least within four (4) hours. For planned and emergency respite, the Contractor is responsible for locating the appropriate respite home.

If the Contractor determines that the child can no longer be served in the Contractor's licensed foster home, the Contractor must notify and request approval of the Placing Agency prior to moving the child. This includes moves between foster homes licensed by the Contractor. 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 agency, the Contractor will consult with the receiving agency to promote a successful transition for the Child and to maintain continuity of the specialized services and care unique to the Child.

(11) *Family Reunification Services.* In accordance with the ICPR and the current Case Plan, and in preparation of a permanency plan, services shall be provided to the Child to prepare the Child and the CFT for the return of the Child to the family home, unless the court has determined that reasonable efforts toward family reunification are not required. If the permanency plan is not reunification, Contractor shall assist with preparing the child for such permanency plan.

(12) *Cultural and Religious Competence.* The Contractor must respect the culture of the children placed in its care, make every attempt to support the Child's culture, and provide opportunities, if applicable, for the Child to participate in activities related to his/her cultural heritage. The Contractor shall not prohibit the Child's participation in the Child's religious faith nor prohibit related religious activities. The Contractor shall ensure that every Child has an opportunity to participate in religious services of his/her choice, or to refrain from religious practice if so desired. All staff persons who come in contact with the Child must be aware of and sensitive to the Child's cultural, ethnic, and linguistic differences. All staff also must be aware of and sensitive to the sexual and/or gender orientation of the Child, including lesbian, gay, bisexual, transgender or questioning children/youth. Efforts must be made to employ or have access to staff and/or volunteers who are representative of the community served in order to minimize any barriers that may exist. The Contractor must have a plan for developing and maintaining the cultural competence of their programs, including the recruitment, development, and training of staff, volunteers, and others as appropriate to the program or service type; treatment approaches and models; and the use of appropriate community resources and informal networks that support cultural connections.

(13) *Reporting Incidents.* The Contractor shall report to the Placing Agency within 24 hours any issue concerning a child placed with the foster parents that impacts his or her health, case or permanency plan progression, welfare, or general well-being. Such reports shall be available to DCS at annual reviews.

J. In Section 5. **General Obligations of the Contractor**, Paragraph D. **Temporary Absence from Program** of the original Contract is hereby deleted in its entirety and replaced with the following paragraphs:

- (1) If a Child placed for foster care services with the Contractor runs away or otherwise leaves the foster home without proper authorization or supervision, or is admitted to a hospital (this include a physical or an acute psychiatric stay), 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 foster home overnight, unless otherwise directed, if there is an intent for the child to return to the foster home. 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 foster home. 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 foster home.
- (2) If a Child placed for foster care 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 foster care 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 for foster care with the Contractor leaves the home for the purpose of pre-adoptive visits with a home that is licensed, DCS will pay the Contractor for the visit days which have been approved by DCS even if DCS is also paying the pre-adoptive home.”

K. In Section **5. General Obligations of the Contractor**, Section **G. Maximum Length of Stay** is deleted in its entirety. Those paragraphs following the deleted paragraph (H, I and J), will be renumbered as paragraphs **G. Adoption of Child**, **H. Transfer of Children**, and **I. Records at Termination of Contract**.

L. In Section **5. General Obligations of the Contractor**, Paragraph **J. Notice to DCS** is added as follows:

“**J. Notice to DCS.** Contractor shall give prompt notice to DCS Licensing of any changes to the Administrator / Executive Director of the agency and to the staff responsible for the operations of the agency if it is someone other than the administrator (such as Program Manager). Contractor also will give notice of changes in programming or services offered or populations served.”

M. In Section **6. Consideration**, Section **I** is added 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. Contractor shall determine the amount to be paid to the foster parent of the \$100. Because this is considered a service, a service referral will be issued for the respite stay.”

4. The Contract is amended by adding the following boilerplate provision:

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 | PHONE | COMPANY NAME | SCOPE OF PRODUCTS and/or SERVICES | UTILIZATION | DATE | PERCENT |
|------------|-------|--------------|-----------------------------------|-------------|------|---------|
| <u>N/A</u> | | | | | | |

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.

5. **Attachment** attached to the Contract is hereby superseded and replaced in its entirety with **Attachment AM-R1**, attached hereto and incorporated herein by reference.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment #1 & 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 #1 & Renewal #1, do by their respective signatures dated below agree to the terms thereof.

Contractor:
A Licensed Child Placing Agency

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: _____

APPROVED as to Form and Legality:

*Form approval for use with contracts under FA 12-65
has been granted by the Office of the Attorney General
pursuant to IC 4-13-2-14.3(e) on November 25, 2014.
FA 14-66*

This Contract form was prepared by Tamera J. Glickman, DCS counsel. This individual Contract was reviewed and approved by agency legal counsel on _____Initials_____