

INDIANA DEPARTMENT OF CHILD SERVICES

Request for Proposal to Provide:

Indiana Youth Advisory Board

Response Due Date:

May 7, 2012

Programs and Services
Indiana Department of Child Services
302 W. Washington St., Room E306
Indianapolis, Indiana 46204

SECTION ONE

1.0 GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

1.1 INTRODUCTION

The Department of Child Services (DCS) will support a statewide Youth Advisory Board comprised of former or current foster youth, age 16 to 21 (youth receiving ETV may participate until age 23). Youth from each of the 18 DCS regions shall be selected to participate on the statewide YAB. Youth will educate, advocate, and form youth- adult partnerships to promote the influence of youth voice in the Indiana foster care system.

The regions and included counties are listed below. It is the intent of DCS to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This RFP is being posted to the DCS website (www.in.gov/dcs/) for downloading. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

Region 1: Lake

Region 2: Jasper, LaPorte, Newton, Porter, Pulaski, Starke.

Region 3: Elkhart, Kosciusko, Marshall, St. Joseph.

Region 4: Adams, Allen, DeKalb, Huntington, LaGrange, Noble, Steuben, Wells, Whitley.

Region 5: Benton, Warren, Fountain, White, Tippecanoe, Carroll, Clinton

Region 6: Cass, Fulton, Howard, Miami, Wabash.

Region 7: Blackford, Delaware, Grant, Jay, Randolph.

Region 8: Clay, Parke, Sullivan, Vermillion, Vigo.

Region 9: Montgomery, Putnam, Hendricks, Boone, Morgan.

Region 10: Marion

Region 11: Hamilton, Tipton, Madison, Hancock.

Region 12: Fayette, Franklin, Henry, Rush, Union, Wayne.

Region 13: Brown, Greene, Lawrence, Monroe, Owen.

Region 14: Bartholomew, Jackson, Jennings, Johnson, Shelby.

Region 15: Dearborn, Decatur, Jefferson, Ripley, Ohio, Switzerland.

Region 16: Gibson, Knox, Pike, Posey, Vanderburgh, Warrick.

Region 17: Crawford, Daviess, Dubois, Martin, Orange, Perry, Spencer.

Region 18: Clark, Floyd, Harrison, Scott, Washington.

1.2 PURPOSE OF THE RFP

The purpose of this RFP is to select one Indiana Youth Advisory Board vendor/provider that can satisfy the DCS need for the provision of facilitation and coordination of the Youth Advisory Board.

Service Standards

Respondents are expected to propose services in accordance with the DCS Service Standards. Please be sure the program and budget are outlined in detail in the service narrative and budget worksheets.

1.3 SUMMARY SCOPE OF WORK

The chosen contractor will be expected to provide facilitation and coordination of the Youth Advisory Board in a manner that is consistent with the Service Standards (Attachment A) and research pertaining to Older Youth in Foster Care (Attachment E). These Service Standards include but are not limited to, length, quality and type of service, qualifications of staff, documentation requirements, as well as program reports and evaluation.

1.4 QUESTION/INQUIRY PROCESS

All questions/inquiries regarding this RFP must be submitted in writing by the deadline of 10:00 am, April 13, 2012. Questions/Inquiries may be submitted via email to ilproviderquestions@dcs.in.gov and must be received by The Department of Child Services by the time and date indicated above.

Following the question/inquiry due date, the Department of Child Services personnel will compile a list of the questions/inquiries submitted by Respondents. The responses will be posted to the Department of Child Services website according to the RFP timetable established in Section 1.14. Only answers posted on the Department of Child Services website (www.in.gov/dcs/) will be considered official and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on the Department of Child Services website. If such addenda issuance is necessary, the Department of Child Services may extend the due date and time of proposals to accommodate such additional information requirements, if required.

1.5 DUE DATE FOR PROPOSALS

To be considered, proposals must be delivered to the address below, no later than 10:00am on May 7, 2012. Bidders must submit 3 copies of the proposal in addition to an electronic submission either via CD or USB drive.

Department of Child Services
ATTN: Alishea Hawkins
MS 47/E306
302 West Washington Street
Indianapolis, IN 46204

Any proposal not submitted by the above date/time or does not include the copies and electronic proposal will not be considered. Any late proposals will be returned, unopened to the

Respondent upon request. All proposals rejected due to not meeting the deadline and not claimed within 30 days of the proposal due date will be destroyed.

1.7 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

The State reserves the right to request clarifications on proposals submitted to the State. The State also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include requests for additional information, requests for cost or technical proposal revision, etc. Additionally, in conducting discussions, the State may use information derived from proposals submitted by competing Respondents only if the identity of the Respondent providing the information is not disclosed to others. The State will provide equivalent information to all Respondents which have been chosen for discussions. Discussions, along with negotiations with responsible Respondents may be conducted for any appropriate purpose.

The Department of Child Services or its appointed representatives will initiate and facilitate all discussions. Any information gathered through oral discussions must be confirmed in writing.

1.9 TYPE AND TERM OF CONTRACT

The State intends to sign a contract with one Respondent to fulfill the requirements in this RFP.

The term of the contract shall be for a period of 24 months, beginning **July 1, 2012 and ending June 30, 2014**. The State may exercise the option to extend contracts for two years.

1.10 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq., and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the APRA must place all confidential documents in a sealed envelope clearly marked "Confidential" and must indicate on the outside of that envelope that confidential materials are included. The Respondent must also specify the statutory exception of APRA that applies. The State reserves the right to make determinations of confidentiality. If the Respondent does not identify the statutory exception, DCS will not consider the submission confidential. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the General Counsel for the Department of Child Services. Prices are not confidential information.

1.11 SECRETARY OF STATE REGISTRATION

If awarded a contract, the Respondent will be required to register with your legal name, and be in good standing, with the Secretary of State. This legal name must be used on all documents included in the proposal process. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana
Corporation Division
402 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576
www.in.gov/sos

Before contracts are moved through the signature process they must pass review by the Department of Workforce Development (DWD) and Department of Revenue (DOR). If an agency that is accepted for a contract by DCS has unpaid unemployment insurance or owes unpaid taxes to the State, the contract will be held until these issues are resolved. Any issues must be resolved with DWD/DOR. It is extremely important that all agencies are aware of this review to prevent delays in the timely execution of the contract.

1.12 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation that the Respondent has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist. If such liabilities are discovered, the State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to set off such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State. If, in an audit or review by the State, it is discovered that there is a non-compliance issue with either the Service Standard or the contract, the State may elect to impose a financial penalty.

1.13 AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq. and 47 U.S.C. 225).

1.14 SUMMARY OF MILESTONES

Key RFP Dates: Activity	Date
Issue of RFP	April 5,2012
Deadline to Submit Written Questions	April 13,2012, by 10:00am
Answers to Vendor Questions Posted on DCS Website	April 20, 2012
Submission of Proposals	May 7, 2012, by 10:00am
The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change.	
Proposal Evaluation	May 7-14, 2012
Notification of Award	May 15, 2012
Preparation of Contract	May 16,2012 -June 1, 2012
Contract Signature Process	June 1, 2012-June 30, 2012
Contract Activation	July 1, 2012

SECTION TWO

Youth Advisory Board Proposal

2.0 PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. The proposal must be submitted with 3 copies and an electronic copy to the DCS central office.

Each Program Proposal must include:

1. **Provider Narrative:** The Provider Narrative template must be used (Attachment C). This portion of the proposal allows the applicant to provide detailed information about the overall agency.
2. **Service Narrative:** The Service Narrative template must be used (Attachment D). The Service Narrative should address each topic area in the attachment. This portion of the proposal allows the applicant to provide specific information regarding the proposed service.
3. **Budget :** The Budget template must be used, see Attachment B. Bidders must submit a budget.

Note: Respondents will submit only one proposal for the entire state.

The RFP submissions must include the following:

	Submitted Signed Hard Copy submitted by 10:00am May 7, 2012
Attachment B – Budget	<input type="checkbox"/>
Attachment C – Provider Narrative	<input type="checkbox"/>
Attachment D – Service Narrative	<input type="checkbox"/>

Prior to submitting the proposal, it is vital that the proposal be reviewed to ensure that all required information is included.

2.2 PROVIDER NARRATIVE AND SERVICE NARRATIVE

The Provider Narrative (Attachment C) and Service Narrative (Attachment D) must utilize the provided templates. The Provider Narrative will include information specific to the agency as a whole. The Service Narrative will outline the specific services to be delivered.

Proposals must identify and meet service components in the Service Standards (See Attachment A for Service Standards). Proposals must identify outcomes consistent with those identified in the Service Standards. Proposals must demonstrate the organizational and procedural structure that is necessary to deliver the services proposed.

2.3 BUDGET

A Budget and corresponding worksheets (Attachment B) are required.

SECTION THREE

PROPOSAL EVALUATION

3.1 PROPOSAL EVALUATION PROCEDURE

The State will select a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2. The Department of Child Services designee will, in the exercise of sole discretion, determine which proposal offers the best means of servicing the interests of the State. Recommendation by the Scoring Team will be considered when determining which proposal will be accepted for contracts.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

1. Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
2. Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point score has been established for each category.
3. Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by the Department of Child Services for further action, such as contract negotiations. If, however, the Department of Child Services decides that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, the Department of Child Services may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists. The State may also choose multiple Respondents to provide services.

3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 100). If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

SECTION FOUR

OTHER INFORMATION

4.1 SIX MONTH REPORTS

Reports are to be submitted electronically to the Older Youth Initiatives Manager.

All reports must be prepared according to the Service Standards.

1. Six month reports.

Reports shall include:

1. Recruitment efforts detailing areas of the state the board has traveled and the effects on membership as a result of the event/meeting.
2. Conference report containing a summary of each conference at which board members present or participate including presenting board member names, attachment of the presentation, and conference participant feedback if written documentation has been supplied by the conference host.
3. Other documentation as requested by DCS.

SECTION FIVE

ATTACHMENTS

A	Service Standards	
B	Budget	
C	Provider Narrative	One per proposal
D	Service Narrative	One per proposal
E	Research on Older Youth in Foster Care	For your information. The attached research serves as practice guidance for providers who serve older foster youth.
F	Criminal History	One per proposal.
G	Assurances	For your information. A signed Application certifies the Assurances.
H	Sample Contract	Sample only
I	Proposal Scoring Tool	Tool that DCS staff will use to score the proposals
J	Federal Selected Disallowed Expenses	For your information. Expenses that are not allowed.

ATTACHMENT A- SERVICE STANDARDS

CHAFEE Youth Advisory Board Service Standards

Effective July 1,2012

Table of Contents

- A. Service Description
- B. Target Population
- C. Goals and Outcome Measures
- D. Qualifications
- E. Billing Units
- A. Translation or Sign Language
- F. Case Record Documentation
- G. Service Access

I. Service Description

There will be one State Youth Advisory Board (YAB). Youth from each of the 18 regions will be selected to participate on the State YAB. Interested youth must submit an application to the YAB contractor/designee and be selected to participate.

The YAB is designed to give youth ages 16 to 21 (or 23 if youth is receiving ETV funding), the opportunity to practice leadership skills and learn to be advocates for themselves and others. Enhancing partnerships between youth and adults will be a direct result of a successful board. The goal(s) of YAB are to provide an avenue whereby youth in care can inform DCS staff, placement facilities, foster parents, policy makers, and the public on the issues that impact teens and young adults in the foster care system. Fostering YAB development and youth participation will also further enhance collaboration, cultural competence and permanent connections with other youth and adults as they engage in the YAB process. This program will also assist with preparing youth as they transition from adolescence to adulthood by recognizing and accepting personal responsibility.

The Youth Advisory Board will meet **at the least 9 times annually**. Meetings will include the following: (1) an orientation meeting and training for new members and as a refresher of the goals of the YAB as provided by DCS, the contractor selected to facilitate the YAB, and/or national consultants; (2) a discussion of ideas related to services provided to foster youth and develop recommendations to the State Older Youth Initiatives Manager or designee; and (3) a discussion about the YAB annual work plan and ways to implement this plan. The YAB will have the option to participate in one conference per year as a Board. The conference will be of the Board's choosing. YAB youth will participate in a preconference meeting with an overnight stay to finalize plans for participation in the conference. **Youth will be encouraged by DCS and supported to participate in other conferences or DCS events occurring throughout the year and their involvement may exceed the nine prescribed annual meetings.**

A childcare allowance of \$25 per meeting will be available for any participating YAB member that requires child care assistance for their children. For those with multiple children, additional amounts may be approved by DCS. Financial stipends of \$30 will be provided to each YAB member participating in meetings as well as hotel expenses and meals for overnight stays. The State mileage rate will be made available for transporting the youth to the meetings. A stipend of \$25 and hotel expenses will be provided for the youth's caregiver/transporter for overnight stays with the youth also. The cost of the hotel rooms cannot exceed the state maximum cost per hotel room. Sign-in sheets will be maintained for each meeting. They will be completed by the youth participants and include each participant's name, contact phone number, and address. The agenda for each meeting and minutes of the previous meeting will be provided to each board member prior to a scheduled board meeting.

DCS will provide access to conference calling capability, on occasion, to enable the YAB to continue to move their Work Plan forward, to meaningfully engage YAB members in planning activities and to further connections and relationship building among members and staff.

It is expected that participation on the Youth Advisory Board will:

- Balance each members' need for support and empowerment
- Encourage youth led initiatives
- Demonstrate clear, concrete, sincere appreciation of youth contributions
- Provide preparation to assist youth in assuming roles traditionally reserved for adults, for which they have no prior experience such as advocating for needs of youth in foster care,

developing a “youth in foster care” handbook, developing a speakers group to educate community organizations on the needs of youth in foster care, serve as presenters at conferences, etc.

- Encourage participation in annual Mayor’s conferences, annual child welfare conferences such as: The Adoption Forum, The Juvenile Judges Symposium and other educational forums.
- Allow for consistent opportunities to give structured feedback regarding the quantity and quality of services and supports provided to them in care and after they have aged out.
- Facilitate development of personal responsibility by ensuring that the youth participate in the planning and implementation of services at the individual level.
- Initiate opportunities for youth leadership and service development
- Provide an opportunity to learn from youth.
- Improve the quality of Older Youth Services by obtaining direct input and feedback from youth members that are receiving such services.
- Assist with the opportunity to develop or change public policy to improve lives of individuals and families involved in the system.
- Provide broad consultation to state child welfare administrators in the long-term implementation of the state plans and represent the voices of foster youth across Indiana.

II. Target Population

1. Youth ages 16 to 21 who are in foster care, including CHINS, Collaborative Care, and Probation youth, with a case plan establishing the need for Independent Living Services.
2. Youth ages 16 to 21 who were formerly in foster care, including CHINS, Collaborative Care, and Probation youth, between the ages of 16-18 that were returned to their own homes and remain a CHINS or adjudicated a delinquent with a case plan establishing the need for independent living services.
3. Youth age 18 to 21 who were formerly in foster care (including CHINS, Collaborative Care, and Probation youth) for a minimum of 6 months between the ages of 16-18 and had a case plan establishing the need for independent living services.
4. Youth who are 18 to 21 who would otherwise meet the eligibility criteria above and who were in the custody of another state or were a “ward of another state” will be eligible if through the Interstate Compact for the Placement of Children there is a verification of wardship and all eligibility criteria from the state of jurisdiction.
5. Youth adopted on or after age 16 from the child welfare system
6. Youth receiving ETV funding up to age 23

III. Goals and Outcome Measures

Goal #1

Youth development

Outcome Measures

1. 94% of the youth participating will attend and actively participate in YAB meetings.
2. 94% of the youth participating will demonstrate the ability to openly discuss agenda topics.
3. 100% of the youth participating will be invited to participate in giving feedback to DCS.
4. 100% of the youth participating will be invited to participate in the planning process of the States Older Youth Initiatives.

Goal #2

DCS and youth satisfaction with services

Outcome Measures

1. 94% of the youth who have participated will rate the services "satisfactory" or above.

IV. Minimum Qualifications

1. The agency providing Youth Advisory Board services must have experience working with youth ages 16 to 21.
2. Personnel providing Youth Advisory Board services as a facilitator must hold a Bachelors degree in social work or a comparable human service field and have experience in case work and group work. Personnel providing facilitation will be supervised by an individual with a Master's degree in social work or a comparable human service field.
3. Personnel providing assistance to the facilitator regarding transportation must have and provide proof of a valid driver's license and minimum car insurance coverage.

V. Billing Units

1. Facilitation rate (per meeting): includes planning, preparation for meetings, recruitment activities, arranging transportation for youth, and other activities related to facilitating YAB meetings.
2. Participation Stipend and Travel Expenses (Housing, meal expenses, and mileage): reimbursed at actual cost which includes housing for youth and adult transporters for any overnight stays and meal costs for the youth during meetings, mileage, and stipends (\$25 for adult transporter, \$30 for youth participant).
3. Childcare allowance (\$25 per youth per meeting)

A. Translation or Sign Language

Services include translation for youth who are non-English language speakers or hearing impaired and must be provided by a non-family member of the client. (actual cost)

VI. Case Record Documentation

Necessary case record documentation for service eligibility for CHINS and probation youth must include:

Application form for each youth participating on the YAB from each region

1. Sign in sheets from each meeting
2. Minutes of each meeting
3. Proof of license and insurance for staff providing transportation for YAB members
4. 6 month reports.

Reports shall include:

- a. Recruitment efforts detailing areas of the state the board has traveled and the effects on membership as a result of the event/meeting.
- b. Report detailing all speaking engagements, including presenting board member names, attachment of the presentation, and any participant feedback if written documentation has been supplied.
- c. Other documentation as requested by DCS.

VII. Service Access

Services must be accessed through a YAB application.

Term July 1, 2012 to June 30, 2014

ATTACHMENT B-Budget Template

Budget

Funding Period July 1, 2012 – June 30, 2014

Please complete the budget template for one year. This budget will be used for both years of the contract.

**INDIANA DEPARTMENT OF CHILD SERVICES
BUDGET JUSTIFICATION WORKSHEET**

Agency Name: _____

Service Standard: Youth Advisory Board

Funding Period: **From July 1, 2012 to June 30, 2013 (One year budget for both years)**

Budget							
A. Personnel							
			1. Salaries & Wages			2. Fringe Benefits	
(A) Position/Job Title*	FTE	(B) Average # of Hours/Month for Program	(C) Salary/Wage per month for Program	(D) # of Mont hs (1-12)	(E) Salary/Wage For Program	(F) Fringe Benefit Rate	(G) Fringe Benefit Cost
*Please list each staff position individually.							
Total Salaries and Wages:							Total Fringe:

A. 3. Consultant and Contract Services				
(A)	(B)	(C)	(D)	(E)
Total Consultant and Contract Services:				

Budget (Continued If Necessary)

Agency Name: _____

Service Standard: Youth Advisory Board

A. Personnel

		1. Salaries & Wages			2. Fringe Benefits		
(A) Position/Job Title*	FTE	(B) Average # of Hours/Month for Program	(C) Salary/Wage per month for Program	(D) # of Months (1-12)	(E) Salary/Wage For Program	(F) Fringe Benefit Rate	(G) Fringe Benefit Cost
*Please list each staff position individually.							

(H) Full-Time Equivalents by Position:

Title of Position	FTE		

**INDIANA DEPARTMENT OF CHILD SERVICES
BUDGET JUSTIFICATION WORKSHEET**

Agency Name:

Service Standard Title: Youth Advisory Board

Funding Period: From: July 1, 2012 – June 30, 2013.

Section IV Budget (Continued)

B. Other Direct Costs

1. Travel (Compute Staff and client costs separately)

Calculations/Descriptions:

Include Separate Totals For 2a and 2b here. (Identify a separate total cost for Marketing and Communications expenses.)

2a. Consumable Supplies & Printing (Justify by type of expense)

Calculations/Descriptions:

2b. Marketing and Communications (Justify by type of expense)

Calculations/Descriptions:

3. Space Costs (Show computations of each cost)

Rent: Calculations/Descriptions:

Utilities: Calculations/Descriptions:

Custodial: Calculations/Descriptions:

4. Insurance (Specify by type: i.e., personal liability)

Calculations/Descriptions:

**INDIANA DEPARTMENT OF CHILD SERVICES
BUDGET JUSTIFICATION WORKSHEET**

Agency Name: _____

Service Standard Title: Youth Advisory Board

Funding Period: **From July 1, 2012 - June 30, 2013**

Budget (Continued)	
B. Direct Costs (Continued)	
<p>5. Staff Training (Show factors included and computation) Calculations/Descriptions:</p>	
6. Telephone:	
Postage:	
Total:	
<p>7. Rental/Lease/Prorated Share of Equipment Purchase Calculations/Descriptions:</p>	
<p>8. Other Administrative Expenses Calculations/Descriptions:</p>	
<p>9. Other Direct Costs—Specify (include participation stipends, housing, childcare and meal expenses) Calculations/Descriptions:</p>	
<p>C. Indirect Costs (List each indirect cost separately. See instructions re: non-allowable expenses)</p> <p>Compute your Actual Indirect Cost % _____ (Total Indirect Costs / Total Direct Costs = Percentage)</p>	
<p>1. Accounting Services Calculations/Descriptions:</p>	

2. Other Indirect Costs (Attach itemization if more space is needed.)
Calculations/Descriptions:

**INDIANA DEPARTMENT OF CHILD SERVICES
JUSTIFICATION WORKSHEET**

Agency Name: _____

Service Standard Title: Youth Advisory Board

BUDGET SUMMARY	
(a) July 1, 2012 – June 30, 2013	
	Total Proposed Program Costs (totals from worksheets)
A. Personnel	
*1. Salaries & Wages	
*2. Fringe Benefits	
*3. Consultant & Contract Services	
<i>B. Other Direct Costs</i>	
*1. Travel Expenses a. Staff b. Clients	
*2. Consumable Supplies & Printing and Marketing and Communications	
*3. Space Costs (Rent, Utilities Custodial)	
*4. Insurance	
*5. Staff Training	
*6. Telephone & Postage	
*7. Rental/Lease/Prorated Share of Equipment Purchase (Per instructions)	
*8. Other Administrative Expenses	
*9. Other – Specify	
C. Indirect Costs (Actual _____ % of Direct Cost)	
*1. Accounting Services	
*2. Other (See Worksheet Justification)	
D. TOTAL PROGRAM COSTS	
E. If you are proposing a group rate, please explain how you calculated it.	

Unit Rate definition	Description	Rate	Total Amount
1. Facilitation Rate	Per meeting	\$	\$
2. Participation Stipend & Travel Expenses	Actual Cost	\$1	\$
3. Child Care Allowance	Per youth, per meeting	\$25	\$
Total			\$

*See applicable Budget Justification Worksheets for Details.

INDIANA DEPARTMENT OF CHILD SERVICES
FUNDING PERIOD: July 1, 2012 – June 30, 2013

EXPLANATION OF BUDGET JUSTIFICATION WORKSHEETS

Complete the budget for one year. This budget will be used for both years of the contract.

Please use the budget justification worksheets to calculate the amounts entered on this page. The following information is to be entered in the Total Proposed Program Costs column:

Item A. Personnel Costs

1. Salaries & Wages – Enter the total projected salary and wage expenses for personnel calculated on the budget justification worksheet.
2. Fringe Benefits – Enter the total projected fringe benefit expenses for personnel calculated on the budget justification worksheet.
3. Consultant/Contract Services -Enter all consultant and contracted services that will be purchased by applicant in order to provide the proposed services. Calculate at cost without fringe benefits.

Item B. Other Direct Costs

1. Travel Expenses
 - a. Staff – Enter the total projected staff travel expenses for this program as calculated on the budget justification worksheet.
 - b. Clients – Enter the total projected client travel/transportation expenses for this program as calculated on the budget justification worksheet.
2. Consumable Supplies and Printing – Enter the total projected expenses for consumable supplies and printing as calculated on the budget justification worksheet.
3. Space Costs (Rent, Utilities, and Custodial) - Enter the total projected expenses for space costs as calculated on the budget justification worksheet.
4. Insurance – Enter the total projected expenses for business and professional insurance as calculated on the budget justification worksheet.
5. Staff Training - Enter the total projected expenses for staff training as calculated on the budget justification worksheet.
6. Telephone & Postage - Enter the total projected expenses for telephone and postage as calculated on the budget justification worksheet.
7. Rental/Lease/Prorated Share of Equipment Purchase - Enter the total projected expenses for the rental/lease/prorated share of purchased equipment as calculated on the budget justification worksheet.
8. Other Administrative Expenses – Enter the total projected expenses for other administrative expenses as calculated on the budget justification worksheet.
9. Other – Specify – Enter the total projected expenses for other specified costs as calculated on the budget justification worksheet.

Item C. Indirect Costs (Enter the Actual Percentage of Direct Cost from.

1. Accounting Services – Enter the total projected expenses for accounting services as calculated on the budget justification worksheet.
2. Other Indirect Costs – Enter the total projected expenses for other indirect costs as calculated on the budget justification worksheet.

Item D. Total Program Costs – Enter the sum of the projected expenses listed in the Total Proposed Program Costs. This total is to include all known and anticipated costs required to provide the services described in this proposal.

Item E. Group Rate – Provide an explanation/breakout of how you calculated your group rate.

ATTACHMENT C-PROVIDER NARRATIVE- Youth Advisory Board

PROVIDER NARRATIVE FY 2012-2014

Respondents should only submit one Provider narrative per proposal. The provider narrative must address the following topics:

1. GENERAL PROGRAM/SERVICE TITLE (Maximum-2 pages)

This section should cover all important history and development of the organization to date, along with the organizational chart including Board of Directors and any other affiliates. This section of the narrative should also be used to cover all important organizational history and your agency's ability to deliver community-based services to at-risk children and their families. Include the program name (s) as well as the corresponding Service Standard (s) that will be described in the Service Narrative(s).

2. HISTORY OF QUALITY SERVICES (Maximum 1 page)

This section should document that the agency/provider historically has had an acceptable working relationship with the local DCS or other community agencies, if there is no prior relationship with the DCS.

3. COLLABORATION

Bidders must describe their ability and experience with working with a full array of participants in a collaborative manner. This should include DCS and probation staff, the court, service providers, after care providers, youth, and all potential Child and Family Team members, which are not limited to Department or agency staff, but also include family members and those invited by the youth as their sources of support.

4. CULTURAL AND RELIGIOUS COMPETENCE

All staff persons who come in contact with the youth 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 orientation of the child, including gay, lesbian, bisexual, transgendered 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.

Bidders must describe how they will meet the above. They must describe their practices and policies for working with and educating youth from diverse backgrounds. This should include their 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 community resources and informal networks that support cultural connections.

5. History of quality services

This section should document that the agency/provider historically has had an acceptable working relationship with the local DCS or other community agencies, if there is no prior relationship with the DCS.

ATTACHMENT D-SERVICE NARRATIVE

Youth Advisory Board

SERVICE NARRATIVE FY 2012-2014

Respondents should provide one service narrative in the proposal. Each service narrative must address the following topics:

A. PROGRAM NAME and INTAKE/REFERRAL PROCESS

(Maximum-3 paragraphs and no longer than one page)

The Service Narrative should provide the program name, describe the intake and referral process to be utilized in the program including respondent's procedure/methods for engaging youth interested in board participation.

B. PRACTICE MODEL (Maximum-2 pages)

Describe model to be utilized in delivering the program as well as Respondent's experience and training related to the service delivery model. The method or model utilized must be consistent with the DCS Service Principles and the Service Standards.

C. PROGRAM EVALUATION AND REPORTING (Maximum 1 page)

Identify outcomes consistent with the corresponding service standard. If the program measures outcomes in addition to those described in the Service Standards, please identify those outcomes and the measurement process are described.

D. Recruitment/Retention

Describe recruitment and retention efforts. Describe capacity to engage youth statewide.

E. STAFFING QUALIFICATIONS

Proposals should address providers plan to meet staffing qualifications. Include Job Descriptions for positions associated with this RFP: Older Youth Services.

F. Youth Engagement

In recent years, more attention is being paid to authentic youth engagement. Resources for engaging youth can be found within this RFP. Proposals should document existing or planned practices for authentic youth engagement for youth of varying ages and development levels. Youth voice should be present in all aspects of the youth's life while in foster care. Proposals should document how bidder will incorporate youth voice in all activities and decision points in the life of the case.

ATTACHMENT E - RESEARCH PERTAINING TO OLDER YOUTH IN FOSTER CARE

A Reason, a Season, or a Lifetime: Relational Permanence Among Young Adults with Foster Care Backgrounds Published by G. Samuels, 2008

http://www.chapinhall.org/sites/default/files/old_reports/415.pdf

The Adolescent Brain: New Research and It's Implications for Young People Transitioning from Foster Care Published by the Jim Casey Youth Opportunities Initiative, 2011

http://www.jimcaseyyouth.org/sites/default/files/The%20Adolescent%20Brain_prepress_proof%5B1%5D.pdf

Authentic Youth Engagement: Youth-Adult Partnerships

<http://www.jimcaseyyouth.org/sites/default/files/Issue%20Brief%20-%20Authentic%20Youth%20Engagement.pdf>

ATTACHMENT F-

CERTIFICATION OF COMPLETION OF REQUIRED CRIMINAL AND BACKGROUND CHECKS

The Provider, _____, hereby certifies that it has performed all of the following steps (as marked below) as required pursuant to the criminal and background checks procedure set forth in Section 49 [Criminal and Background Checks] of its child welfare services contract (EDS# _____) (the "Contract") with the Indiana Department of Child Services (DCS) and has completed all the required criminal and background checks for all of its current employees and volunteers who have 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 the Contract unless a waiver has been granted for certain employees or volunteers in accordance with the procedure set forth in paragraph (G) of Section 49 of the Contract. **A list of the Provider's current employees and volunteers that have received the requisite criminal and background checks referenced herein is attached hereto.** The Provider shall submit additional copies of this form to DCS each time that it performs the requisite additional criminal and background checks for employees or volunteers who join the Provider after the commencement date of the Contract **and attach a list of the names of such new employees or volunteers to any additional copies of this form it submits.** With respect to such employee(s) or volunteer(s) who join the Provider after the Contract begins, such employee(s) or volunteer(s) may **not** provide any services for the Provider pursuant to the Contract before the requisite criminal and background checks described in Section 49 of the Contract have been completed.

The Provider hereby certifies that it has:

_____ *Verified the identity* of all individuals subject to criminal and background checks;

_____ *Conducted Child Protection Services (CPS) checks* (for Indiana, send DCS a Request for Child Protection Services History Check; for other states, see DCS' website on child welfare policies for web link);

_____ *Conducted Sex and Violent Offender checks* (see DCS' website on child welfare policies to web links for Indiana and out-of-state checks);

_____ *Conducted Local Law Enforcement checks*;

_____ *Registered for Fingerprint-Based National and State Checks* (send DCS an Application for Criminal History Background Check); and

_____ *Evaluated the Results* of Criminal and Background Checks.

Signature of Provider

Date

ATTACHMENT G-ASSURANCES

DEPARTMENT OF CHILD SERVICES (DCS) PROPOSAL FOR THE USE OF FEDERAL, STATE, AND COUNTY FUNDS

Assurances

1. The provider agrees that funds requested for this program are unavailable through existing funds. The funds requested will not supplant or replace already existing funds but will be used to expand the range of services or client population.
2. The provider agrees to meet all evaluation and reporting requirements such as monthly updates, quarterly reports, and court reports as requested by the Department of Child Services.
3. The provider agrees to conform to Title VI of the Federal Civil Rights Act of 1964, as amended, and to Indiana Code 22-9-1-10, as amended, and thus assures non-discrimination in practices concerned with staff recruitment as well as in the provision of services without distinction as to color, race, religion, sex, handicap, ancestry.
4. The provider agrees to upgrade and maintain cultural knowledge base of staff regarding issues of diversity and cultural competence, particularly with primary populations being served.
5. The provider and all staff will meet the qualifications listed on the Service Standard as provided. Failure to meet qualifications could mean disqualification for payment of services rendered; therefore the grantee could have to make repayment for claims already paid. Services will be conducted in a culturally competent that *include language and behavior that demonstrates respect for socio-cultural values, personal goals, life style choices, and complex family interactions.*
6. The provider agrees to maintain all documentation indicating time spent/activities with the clients, documents provided to the referring Department of Child Services and referral forms that authorize services.
7. The provider agrees to provide and maintain a drug free workplace as required by federal law (Drug Free Workplace Act of 1988-45 CFR, Part 76 subpart F). The provider agrees to sign the "STATE OF INDIANA DRUG FREE WORKPLACE CERTIFICATION".
8. The provider agrees that he/she is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in its transactions with any Federal agency or department. The provider agrees to sign the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
9. The provider agrees that funds provided under this award may not be used by the provider to support lobbying activities are to influence proposed or pending Federal or State legislation or appropriations.
10. The provider agrees that in accordance with Part C of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts.
11. The provider agrees that direct Federal grants, sub-awards, or contracts under this program shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.

12. The provider agrees that the undersigned attests that he or she has not directly or indirectly, to the best of his or her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or 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 the agreement. The provider agrees to sign the "Non-Collusion Affidavit."

13. The provider agrees to sign a state contract for the provision of proposed and approved service(s).

14. The provider agrees to register to business with the Secretary of State

If awarded the contract, the provider agrees that Agency will be required to be registered, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies.

15. The provider agrees that the personnel signing the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority.

16. The provider agrees to take responsibility for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority or Women Owned Business under IC 4-13-16.5-1.

17. The provider agrees that they and any or all the sub-contractors shall meet the qualifications of the service standards. It is ultimately the responsibility of the respondent to assure staff and sub-contractors meet the qualification listed in the service standard. In case of an audit the respondent could be in a payback situation if service standards are not met.

Signature of the Certification Statement as part of the request for funds - proposal signifies agreement to comply with the above statements.

ATTACHMENT H-SAMPLE CONTRACT

YOUTH ADVISORY BOARD CONTRACT

EDS# _____

This Contract (the "Contract"), entered into by and between the Indiana Department of Child Services (the "State" or "DCS") and _____ (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 facilitate a statewide Youth Advisory Board, in compliance with the applicable DCS Services Standards as updated by DCS from time to time, working with experienced current and former foster youth of Indiana to educate the community on the foster care system and to assist the youth in fulfilling a role of leadership within the community and the State. The Contractor, in connection with the Youth Advisory Board, shall assist the youth with practicing leadership skills, attending and participating in conferences, learning to advocate for themselves and others and providing feedback to DCS staff, service providers and policy makers on issues impacting teens and young adults in the foster care system. The Contractor's duties in connection with the Youth Advisory Board shall include but not be limited to organizing monthly meetings and assisting the youth in planning and facilitating the monthly meetings, according to the current DCS Services Standards related to the Youth Advisory Board, as updated by DCS from time to time. The Contractor also shall develop material that will be helpful for youth entering the foster care system.

Specifically, but without limitation, the Contractor shall perform all duties as described in the State's Request for Proposals #_____, attached hereto as **Exhibit 2** and incorporated herein by reference (the "RFP"), and the Contractor's response to the RFP, attached hereto as **Exhibit 3** and incorporated herein by reference (the "Contractor's Response").

2. Consideration.

The Contractor will be paid as described in **Attachment A**, attached hereto and incorporated herein by reference, for performing the duties as provided herein. Total remuneration under this Contract shall not exceed \$_____.

3. Term.

This Contract shall be effective for a period of twenty-four months. It shall commence on July 1, 2012 and shall remain in effect through June 30, 2014.

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.

- A. The Contractor agrees to bind its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign 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. 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. Audits and Monitoring.

- 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. DCS considers the Contractor to be a "vendor," for purposes of this Contract. However, if required pursuant to the applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract, the Contractor shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with the Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. The Contractor agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit 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 audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

The Contractor shall permit all examinations and shall generate and maintain all documentation necessary to comply with all relevant audit requirements.

- 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 requisite and/or desired program and/or service audits of the Contractor.

- (1) The Contractor shall, upon written demand by 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 and its attachments/exhibits.
- (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.

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

7. 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.

8. 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. With the exception of the modification procedures set forth in Section 28 of this Contract, this Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

9. Compliance with Laws.

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.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. 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, 35-44-1-3, 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. The Contractor agrees that any payments currently due to the State 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
 - (A) except for de minimis and nonsystematic violations, 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.

10. Condition of Payment.

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 any applicable DCS' service standards and all specifications set forth above in Section 1 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 DCS' service standards and all specifications set forth above in Section 1) or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

11. Confidentiality of State Information.

- A. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor 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.

- B. The parties acknowledge that the services to be performed by the 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 the Contractor, the 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.

12. Continuity of Services.

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, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training;
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor; and
3. 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.

B. 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.

C. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs for which the Contractor receives prior written approval from the State (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

13. Debarment and Suspension.

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 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.

14. 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 the appropriate measures to collect monies due up to and including the date of termination.

15. Disputes.

- 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 a party to the Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
 - (1) The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of IDOA. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one (1) of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
 - (2) The State may withhold payments on disputed items pending resolution of the dispute. 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.

16. Drug-Free Workplace Certification.

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 of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

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.

17. Employment Eligibility Verification.

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

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.

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.

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.

18. Employment Option.

- A. If the State determines at any time during the term of this Contract (including any extensions thereof) 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 employment or non-compete 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.
- B. In order to effectuate the purpose of this Section, 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 thereof).

19. 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 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.

20. Funding Cancellation.

- A. It is understood and agreed by the parties that all obligations of the State are contingent upon the availability and continued appropriation of state and federal funds, and in no event shall the State be liable for any payments in excess of available appropriated funds.
- B. When the Director of the State Budget Agency ("SBA") 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 SBA that funds are

not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

21. Governing Laws.

This Contract shall be construed in accordance with and governed by the laws of the state of Indiana and suit, if any, must be brought in the state of Indiana.

22. Indemnification.

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all 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.

23. Independent Contractor.

- A. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. 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 be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

24. 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 Indiana Office of Technology ("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.

25. Insurance.

- A. The Contractor shall secure and keep in force during the term of this Contract the following insurance coverage, 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 errors and omissions coverage for professional conduct, and products or completed operations coverage (if applicable), with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State.

- (2) Automobile liability with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence.
- (3) The Contractor shall provide proof of such insurance coverage by tendering to the State representative listed directly below in this subparagraph 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. The Contractor shall send the above-described proof of insurance coverage to the DCS contact listed in Section 31 below.

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

- (1) The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
- (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.

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 before commencement of this Contract. The Contractor shall send the above-described proof of insurance coverage to the DCS contact listed in Section 31 below.

26. Key Person(s).

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Key person(s) to this Contract is/are: _____

27. Licensing Standards.

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 applicable standards, laws, rules or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

28. Merger & Modification.

- A. This Contract constitutes the entire agreement between the parties with respect to the subject matter herein. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. Except as provided herein, this Contract shall not be modified, supplemented, or amended in any manner.
- B. The Contractor shall notify the State of any termination of services payable or reimbursable pursuant to this Contract. Such termination of services shall not require the execution of a formal amendment to this Contract, but may be accomplished by written notice from the State to the Contractor. If appropriate and determined necessary by DCS, an updated **Attachment A** may accompany such notice. Such written notice shall be effective immediately upon the Contractor's receipt of such written notice or on the date specified in such notice.
- C. Should the State (on its own or after it considers a request of the Contractor) determine that any billable unit, service code, or service component requires modification and such modification requires a revision to the information included in **Attachment A**, such changes shall not require the execution of a formal amendment to this Contract, but may be accomplished by written notice from the State to the Contractor with an accompanying updated **Attachment A**. Such written notice shall be effective immediately upon the Contractor's receipt of such written notice or on the date specified in such notice.
- D. With the exception of the modification procedures permitted pursuant to paragraphs B and C of this Section, this Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties. Nothing herein shall be construed as a commitment to execute future agreements with the Contractor or to extend this Contract in any way.

29. Minority and Women's Business Enterprises Compliance.

To assist DCS in its effort to keep an agency-wide record of the percentage of its contractors and subcontractors that are Minority Business Enterprises ("MBE") or Women's Business Enterprises ("WBE"), this Contractor indicates the following:

_____ The Contractor is a MBE.

_____ The Contractor is a WBE.

_____ The Contractor is not a MBE or a WBE.

The following subcontractor under this Contract is an MBE: _____

The following subcontractor under this Contract is a WBE: _____

30. Nondiscrimination.

- A. This covenant is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.
- B. 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, and except as permitted by 28 CFR Part 38 "Equal Treatment for Faith-Based Organizations", 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"). Furthermore, the Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.
- C. The Contractor further agrees to comply with all applicable provisions of Indiana Code 22-9; Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d; Title II of the Americans with Disabilities Act, 42 U.S.C. 12134; and all other non-discrimination laws and regulations of the United States and the state of Indiana. In particular, the Contractor will ensure that no person shall, on the grounds of race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran, be excluded from participating in or be denied the benefit of the Contractor's services, or otherwise be subjected to discrimination under any program or activity for which the Contractor or its subcontractors receive, directly or indirectly, state or federal funds.
- D. The Contractor understands that the State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.
- E. The parties agree that any publicity release or other public reference, including media releases, information pamphlets, etc., relative to the services provided under this Contract, will clearly state that all services are provided without regard to race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran.

31. Notice to Parties.

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

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

Alishea Hawkins, M.A.
Assistant Deputy of Programs and Services
Department of Child Services

**302 W. Washington Street
Room E 306
Indianapolis, IN 46204-2739
alishea.hawkins@dcs.in.gov**

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

**Contact Name
Contact Title
Contact Agency/Organization/Business Name
Address Line 1
Address Line 2
Contact E-mail Address**

- 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.

32. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract; (2) any written notices given by the State to the Contractor (including any attachments thereto) pursuant to Section 28 of this Contract; (3) **Attachment A**; (4) **Exhibit 1** (as defined in Section 49 of this Contract); (5) the most current form of DCS' Service Standards (which are described in Section 1 of this Contract); (6) the RFP attached as **Exhibit 2**; and (7) the Contractor's Response attached as **Exhibit 3**. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

33. Ownership of Documents and Materials.

- A. All documents, records, programs, data, film, tape, articles, memoranda, and other materials developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. The Contractor specifically releases to the State any property right which the Contractor may have to copyright, license, patent, or otherwise dispose of data, findings, recommendations, or other work product of this Contract. The Contractor shall provide the State full, immediate, and unrestricted access to the work product during the term of this Contract and as necessary thereafter.
- B. The Contractor shall grant the State shared access to all documents, including records, programs, data, film, tape, articles, memoranda, and other materials related to this Contract. The Contractor shall provide the State full, immediate, and unrestricted access to such documents and materials during the term of this Contract and as necessary thereafter.
- C. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to any of the above-referenced materials developed for or supplied by the State and/or 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 also be responsible for preserving and protecting the ownership and property rights of the State in all work in progress and other property to which the State is entitled hereunder, while the property is in the control or custody of the Contractor.

- D. The Contractor shall not use DCS' name or its insignia, emblem, logo or other such intellectual property, or the name of any Youth Advisory Board member or DCS staff person, on or in relation to any advertising, marketing, fundraising, publication or other external communication without the prior written consent of DCS' Director or his/her designee, which may be withheld in the Director or designee's sole discretion.

34. Payment and Fiscal Requirements.

- A. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, 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. If the Contractor prefers not to have any interest calculated on payments made by the State as permitted by Indiana law and referenced below in Section 35, the Contractor may send a letter indicating such preference to the Indiana Auditor of State with a copy to DCS.
- B. The Contractor shall submit invoices/claim forms and such invoice/claim documentation as may be required by DCS for payment pursuant to this Contract. DCS will notify the Contractor of any change in invoice/claim procedure, and the Contractor shall use whatever invoice/claim forms and documentation are required by DCS' then current procedure and shall submit the appropriate invoices/claim forms and documentation to DCS, as directed. Invoices/claim forms may be submitted monthly for services performed during the calendar month(s) preceding the date of the invoice. Payment will be due not later than thirty-five (35) days after the date Contractor's invoice is received by DCS, together with a properly prepared invoice/claim voucher and any required documentation as approved by DCS. However, the payment due date shall not apply to any invoice/claim that is disapproved or returned to the Contractor by DCS for revision or additional documentation, within thirty-five (35) days after the date it is received by DCS. The Contractor's invoice must be dated no earlier than the later of (a) the first date the Contractor is entitled to submit an invoice/claim for payment under the applicable provision of this Contract, or (b) one day before the date the invoice and accompanying claim documentation is delivered or mailed to DCS.
- C. An invoice will not be deemed to be properly prepared as required above in paragraph B if it is not received within ten (10) business days of the date included on the invoice (the "Invoice Date"). Any invoices submitted more than ten (10) business days after the Invoice Date will be deemed improperly prepared and will not be paid. DCS shall return such improperly prepared invoices to the Contractor for revision and such invoices must be resubmitted by the Contractor with a current Invoice Date in order to be processed for payment.
- D. A properly prepared invoice/claim must be submitted to DCS within sixty (60) calendar days after the date services are provided or costs incurred pursuant to this Contract. DCS may elect to deny payment of any invoices/claims that are not timely submitted as required in this paragraph. In the event the Contractor delays submitting a claim for which it expects third-party reimbursement, the Contractor may submit a written explanation to DCS as to why the claim was not timely submitted. If the claim was delayed because of billing Medicaid for reimbursement that was denied, the explanation must include the specific reason(s) for denial. If DCS deems that such

written explanation described above is satisfactory, DCS shall pay otherwise valid claims. In the event that Medicaid has denied reimbursement because the Contractor failed to provide adequate documentation for an otherwise reimbursable claim, DCS will only be liable to pay the amount it would have paid had Medicaid approved the claim.

- E. Approval and payment of final invoices/claims will be conditioned upon receipt and approval of all State-required documentation. As State claiming or recordkeeping systems change, the Contractor may need to modify its systems to be compatible with State systems. The State will provide reasonable notice of any such changes.
- F. 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), the 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.

35. 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, and IC 34-13-1.

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.

36. 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.

37. Renewal Option.

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of IDOA 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.

38. Security and Privacy of Health Information.

The Contractor agrees to comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in all activities related to this Contract, to maintain compliance throughout the life of this Contract, to operate any systems used to fulfill the requirements of this Contract in full compliance with HIPAA and to take no action which adversely affects the State's HIPAA compliance.

The parties acknowledge that the Department of Health and Human Services has issued the Final Rule, as amended from time to time, on the Standards for Privacy of Individually Identifiable Health Information, as required by HIPAA. To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Contractor covenants that it will appropriately safeguard Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the Contractor in the

course of its work under this Contract. The Contractor agrees to comply with applicable requirements of law relating to PHI with respect to any task or other activity it performs for the State as required by the final regulations.

39. 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.

40. 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.

41. 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.

42. Termination for Convenience.

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration 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 (the "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 the Indiana Department of Administration ("IDOA") shall be deemed to be a party to this Contract 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.

43. Termination for Default.

- (A) 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:
 - (1) 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;
 - (2) Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 - (3) Make progress so as to endanger performance of this Contract; or
 - (4) Perform any of the other provisions of this Contract.

- (B) 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.
- (C) 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.
- (D) 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.

44. Travel.

The only expenses for travel that will be reimbursed by the State are those travel expenses specifically permitted under the scope of services or consideration provisions as set forth in Sections 1 and 2 of this Contract and for which the Contractor receives prior written approval from the State. If properly invoiced for as set forth in Sections 2 and 34 of this Contract, such 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.

45. No Waiver.

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.

46. Work Standards.

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.

47. Delivery of Documents, Files, Data, Studies or Reports.

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.

48. Conflict of Interest.

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.

49. Criminal and Background Checks.

- 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 (which includes interns) 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 *prior to* the Contractor 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 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 all directors/chief executive officers, facility managers and licensing applicants, regardless of their level of contact with children, and those with **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:
 - (a) *Verify the identity* of all individuals subject to criminal and background checks by viewing a current government issued picture I.D;
 - (b) *Conduct Child Protection Services (CPS) checks* for all states of residency in the past five (5) years (for Indiana, send DCS a 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);
 - (c) *Conduct Sex Offender Registry checks* for all states of residency in the past five (5) years (*see* DCS' website for web links for national and state sex offender registry checks);
 - (d) *Conduct Local Law Enforcement checks with law enforcement agencies that would have responded to each residential address in the last five (5) years;*
 - (e) *Register for Fingerprint-Based National and State Checks through the State approved fingerprint vendor* [To do so, Contractor must confirm that it is listed as a current DCS agency with the current state-approved fingerprint vendor. If not, the Contractor's name will need to be added as a DCS agency prior to registering for fingerprinting.], *and follow through with obtaining fingerprints;* and
 - (f) *Review Results of Criminal and Background Checks and take appropriate action.*

- (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;
 - (b) *Conduct Child Protection Services (CPS) checks* for all states of residency in the past five (5) years (for Indiana, send DCS a 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);
 - (c) *Conduct Sex Offender Registry checks* for all states of residency in the past five (5) years (*see* DCS' website for web links for national and state sex offender registry checks); and
 - (d) *Review Results of Criminal and Background Checks* and take appropriate action.

- (3) For all Covered Personnel and Subcontractors:

The Provider shall require Covered Personnel and subcontractors for this Contract 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 Contractor 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).

Except for A(3) 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.
- 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/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/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.

50. Purchase and Disposal of Property.

- A. As used in this Contract, "equipment" means tangible, non-expendable, personal property having a useful life of more than one (1) year and having a unit acquisition cost of \$5,000.00 or more. The Contractor will not expend any funds provided by the State pursuant to this Contract for the purchase or maintenance of equipment.
- B. As used in this Contract, "supplies" includes all tangible personal property other than equipment that is purchased or acquired by the Contractor through expenditure of funds provided to the Contractor by the State pursuant to this Contract. If the Contractor has in its possession, upon expiration or termination of this Contract, unused supplies having a total aggregate fair market value exceeding \$5,000.00, the Contractor may retain those supplies for use in any continuation of the program or activities funded pursuant to this Contract that is supported by a federal funding source, or any other program or activity that is supported by a grant or contract from the State that is funded in whole or in part by a federal agency.
- C. If all or any portion of supplies having a total aggregate fair market value at expiration or termination of this Contract exceeding \$5,000.00 are not needed or used for a purpose described in paragraph B above, the Contractor may retain those supplies for other uses or sell them. In either case, the Contractor shall reimburse the State for its proportionate share of the value or sale proceeds of the supplies, in the amount determined in accordance with 45 CFR 74.34(g).
- D. If the total aggregate fair market value of supplies in the Contractor's possession upon expiration or termination of this Contract is \$5,000.00 or less, the Contractor may retain or dispose of those supplies for its own use, without further obligation to account to the State for their disposition or proceeds thereof.

- E. The Contractor shall retain all records relating to the purchase and disposal of supplies during the term of this Contract and for a period of four (4) years from the date the Contractor submits any final financial status or final program report to the State, or one (1) year from the resolution of any outstanding administrative, program, or fiscal audit question, or legal action, whichever is later.

51. Environmental Tobacco Smoke.

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.

52. Lobbying Activities.

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

53. Religious or Political Activities.

- 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.

54. Buy American.

The State and the Contractor agree that, to the greatest extent applicable, all equipment and products purchased with funds provided by the State pursuant to this Contract shall be American-made.

55. 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 2011 OAG/IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below:

1. Duties of Contractor – modified;
2. Consideration – modified;
3. Term – modified;
5. Assignment; Successors; and Subcontracting - modified;
6. Audits and Monitoring – modified;
8. Changes in Work - modified;
9. Compliance with Laws - modified;
10. Condition of Payment – modified;
12. Continuity of Services – modified;
18. Employment Option – modified;
20. Funding Cancellation – modified;
25. Insurance - modified;
26. Key Persons – modified;
28. Merger & Modification – modified;
29. Minority and Women's Business Enterprises Compliance – modified;
30. Nondiscrimination - modified;
31. Notice to Parties - modified;
32. Order of Precedence; Incorporation by Reference - modified;
33. Ownership of Documents and Materials – modified;
34. Payment and Fiscal Requirements - modified;
43. Termination for Default and Termination or Suspension for Additional Reasons – modified;
44. Travel – modified;
45. Waiver of Rights – modified;
46. Work Standards – modified;
47. Delivery of Documents, Files, Data, Studies or Reports to the State Upon Termination or Expiration of this Contract - added;
48. Conflict of Interest - added;
49. Criminal and Background Checks – added;
50. Purchase and Disposal of Property – added;
51. Environmental Tobacco Smoke – added;
52. Lobbying Activities – added;
53. Religious or Political Activities – added; and
54. Buy American – added.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

SAMPLE

SIGNATURE PAGE

EDS# _____

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's 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 Contract other than that which appears upon the face of this Contract.

In Witness Whereof, the 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 hereby agree to the terms thereof.

Contractor: _____ (Where Applicable)

By: _____ Attested By: _____
Printed Name: _____
Title: _____
Date: _____

Indiana Department of Child Services

By: _____
James W. Payne, Director
Date: _____

Department of Administration

By: _____ (for)
Robert D. Wynkoop, Commissioner
Date: _____

State Budget Agency

By: _____ (for)
Adam M. Horst, Director
Date: _____

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

By: _____ (for)
Gregory F. Zoeller, Attorney General
Date: _____

ATTACHMENT I: PROPOSAL SCORING TOOL



Proposal Scoring Tool

Provider: _____

Scorer: _____

Service: _____

Date: ____/____/____

Instructions:

1. Questions contained in Step 1 are Pass/Fail.
2. Please complete one score sheet for each proposal.
3. Remember to rate each statement listed on the score sheet. If you believe the proposal meets none of the standards described in the statement, mark as "0". Other ratings should be used to quantify other levels of standards met.
4. The leader of the scoring meeting will collect the evaluations completed by all evaluating team members and the confidentiality forms signed by each member.

Summary of Evaluation Criteria	Score
Step 1	
1. Adherence to Mandatory Requirements (followed instructions and standard format) –Staffing qualifications –Capacity to engage youth statewide –History of coordinating youth engagement activities	(circle one) PASS FAIL
Budget Section (20 Points total)	
1. Budget: Budget corresponds to billing units as described within the Service Standards.	/20
Step 2	
Provider Narrative scoring (10 Points Total)	
1. The Provider Narrative documents that the agency/provider historically has had an acceptable working relationship with the local DCS or other community agencies, if there is no prior relationship with the DCS. (10 points)	/10
Service Narrative Scoring (70 points Total)	
1. The Service Narrative should provide the program name and describes the referral and admission process and includes procedure/methods for a guaranteed time frame for initiation of services, protocols are included. (10 points)	/10
2. The Service Narrative describes recruitment and retention plans, details program evaluation and reporting and addresses the agency’s capacity to meets the needs of the state. (20 points)	/25
3. The Service Narrative describes the method or model of engaging youth. (40 points)	/25
4. Proposal identifies outcomes consistent with the corresponding service standard. If the program measures outcomes in addition to those described in the Service Standards, identify those outcomes and the measurement process are described. (10 points)	/10
STEP 2 TOTAL POINTS	/100

Comments:

<hr/> Evaluator Signature	<hr/> Date

The Department of Child Services designee will, in the exercise of sole discretion, determine which proposal(s) offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

ATTACHMENT J- FEDERAL SELECTED DISALLOWED EXPENSES

Advertising:

Advertising other than for recruitment of personnel, volunteers, or for specialized materials are not allowable.

Bad Debts:

Bad debts expense is not an allowable expense.

Capital Expenditures:

The cost of any capital purchase of \$500 or more is not allowed as an expense except through yearly depreciation.

Client Wages:

Wages paid by the provider to recipients of purchased services should be offset by program income and are not allowable as expenses.

Contingencies or Reserve Funds:

Funds reserved for specific or unforeseen future expenses are not allowable as expenses for purchased services.

Contributions:

Contributions or donations made by providers to others are not allowable expenses for purchased services or grants.

Depreciation on Assets Purchased with Federal or State funds:

Depreciation on buildings or equipment furnished by the federal government, purchased through federal grants, or by state monies is not an allowable expense.

Entertainment Costs:

Cost of entertainment, meals, diversions and ceremonials are not allowable expenses.

Expenses Offset or Other Federal Revenue:

Expenses allocable to other federal programs are not allowable expenses.

Fines and Penalties:

Fines and penalties are not allowable as expenses for purchased services.

Fund Raising Costs:

Cost incurred for fund raising should be offset by fund raising revenue and are not allowable as expenses.

In-Kind Expenses:

In-Kind expenses recorded to recognize the value of donated space, goods, and services are not allowable as service or grant expenses, but may qualify as required match.

Legal Expenses:

Legal expenses not directly benefiting purchased services are not allowable expenses.

Lobbying Expenses:

Costs incurred in attempting to influence legislation including lobbyists and related expenses are not allowable as expenses.

Interest Expenses:

Interest expense is not an allowable expense.

Contract Supplies:

Supplies used in the production of goods to be sold should be offset by program income and are not allowable as expenses.

Moving Costs:

These costs are not allowed.

Taxes:

Taxes for which the provider could be exempted are not allowable as expenses, and taxes and related penalties from prior years are not allowable as expenses.

Lease with Option to Purchase or Less-Than Arms Length:

Any items such as building, vans or other equipment leased with the provision to purchase at the expiration of a specific period of time are not allowable, A less-than arms-length lease is one under which one party to the lease agreement is able to control or substantially influence the actions of the other. Such leases include, but are not limited to, those between (1) divisions of an organizations: (2) organizations under common control through common officers, directors or members; and (3) an organization and a director, trustee, officer, or key employee of the organization or his immediate family either directly or through corporations, trusts or similar arrangements in which they hold a controlling interest.

Losses on Other Grants or Contracts:

Any excess costs over income on any grant or contracts are not allowable as a cost of any other grant or contract.

Raw Materials:

The cost of raw materials to be used in products produced for contract work or the cost of any item purchased for resale (such as bending machine supplies) are not allowable.

Stipends:

Stipends paid to employees attending classes are unallowable.

THE ABOVE IS NOT INTENDED TO BE A COMPLETE LIST OF EVERY EXPENSE WHICH WOULD NOT BE ALLOWED AS A SERVICE COST OR GRANT EXPENDITURE. FEDERAL REGULATIONS REQUIRE THAT EXPENSES MUST BE REASONABLE AND NECESSARY TO ACCOMPLISH THE PURPOSE OF THE GRANT OR CONTRACT. THE ALLOWABILITY OF A

SPECIFIC EXPENSE WILL BE DETERMINED ON THAT BASIS AND BY COMPARISON TO THE ABOVE LIST AS WELL AS SPECIFIC GRANT OR CONTRACT PURPOSE.

The following is a list of items which are sometimes improperly recorded as expenses and are not allowable as service costs or grant expenditures.

Medicare Settlements:

When an audit by Medicare results in a repayment of funds, the repayment should be treated as adjustments to prior year's income, not as current expenses.

Reimbursements:

When audits by Family and Social Service Administration results in repayment, the repayments should be treated as adjustment to prior year's income, not as current expenses.

Expenses Which Have Been Offset by Credits:

In order to be reimbursable, expenses must be net of all applicable credits. Occasionally money received by an agency to reduce an expense is improperly recorded as income instead. Example of items which reduce expense amounts are:

- Trade, cash, or prompt payment discounts
- Refunds or credits for overcharges or duplicate payments.
- Reimbursement for expenses incurred on behalf of another entity.

Improper Costs:

Any cost which should be the responsibility of an individual and is paid by the grantee is not allowable. In some situations, fraud may be involved and in those cases, the controller for Family and Social Services Administration should be contacted. An example would be an employee using funds of a not-for-profit grantee to pay for personal expenses such as his or her own utility bills, etc.