

PROFESSIONAL SERVICES CONTRACT

Contract #000000000000000000069101

This Contract ("Contract"), entered into by and between Indiana Department of Child Services (the "State" or "DCS") and SYRA HEALTH CORP. (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.

A. The Contractor shall provide Competency Attainment Services in accordance with IC 31-37-26-6 for this Contract ("Competency Attainment Services"). A detailed list of duties is set forth in the Scope of Work, attached hereto and incorporated herein as Attachment 1 (the "Services").

B. Definitions. As used in this Contract, the following terms are defined as follows:

(1) **DCS Competency Attainment Services Request For Proposal ("Competency Attainment Services RFP")** means the Competency Attainment Services Request for Proposal to which the Contractor responded which was issued by the State on or after 5/10/22. The Competency Attainment Services RFP, all of its attachments, and any and all necessary supplemental Request(s) for Proposal(s) ("Supplemental RFPs") and attachments are incorporated by reference into this Contract.

(2) **Reserved.**

(3) **Reserved.**

(4) **Reserved.**

(5) **Contractor's RFP Response** means the Contractor's Response to the Competency Attainment Services RFP (which includes the Contractor's RFP Response to any necessary Supplemental RFPs), as refined based on any subsequent Contractor agreement to services or rates (including any differential (if applicable)), which was submitted by the Contractor in accordance with the specifications of the Competency Attainment Services RFP. Contractor's RFP Response is incorporated by reference into this Contract.

(6) **DCS' Child Welfare Principles** means the most current version of DCS' Principles of Child Welfare Services, as such DCS' Child Welfare Principles are modified/updated from time to time by DCS but are always available in their most current form at the following link (or any designated successor website):

https://www.in.gov/dcs/files/Child_Welfare_Policy_Manual.pdf

(7) **DCS' Service Standards (the "Service Standard" or "Service Standards")** means the most current version of DCS' Service Standards applicable to the Services provided by the Contractor pursuant to this Contract, as such Service Standards are modified/updated from time to time by DCS but are always available in their most current form at the following link (or any designated successor website):

<https://www.in.gov/dcs/3878.htm>

These Service Standards are incorporated by reference into this Contract.

- (8) **Reserved.**
- (9) **Juvenile Delinquent/Juvenile Status (“JD/JS”)** has the meaning set forth in IC § 31-37-1, IC 31-37-2, and/ or IC § 31-41-1-2.
- (9) **Service Plan(s)** means the plan the Contractor develops and follows when providing services to the children and families referred to the Contractor pursuant to this Contract.
- (10) **Utilization Review** means reviews that analyze Contractor’s capacity and resources to meet DCS’ needs.

C. **Assurances.** The Contractor shall comply with all terms, provisions and conditions applicable to the services it provides to the State pursuant to this Contract, including, but not limited to, service categories, objectives, currently applicable Service Standards and DCS Child Welfare Principles, as set forth above in paragraph B of this Section, including all statements and provisions, and assurances made in conjunction with the Competency Attainment Services RFP and the Contractor’s RFP Response, except to the extent that the terms of this Contract might specifically modify those statements, provisions, and assurances. The assurances (“Assurances”) can be found at the following link (or any designated successor website):

<https://www.in.gov/dcs/current-requests-for-proposals/rfp-documents/>

These Assurances are incorporated by reference into this Contract.

Should any information detailed in the Technical Proposal (Attachment F to the Competency Attainment Services RFP) submitted by Contractor conflict with the Service Standards, the requirements set forth in the Service Standards shall control.

D. **Child Safety.** All services (even individual services) are provided through the lens of child safety. It is the responsibility of the Contractor to understand the child safety concerns and protective factors that exist within the family. Continual assessment of child safety and communication with the Local DCS Office is required. It is the responsibility of the Contractor to report any safety concerns as required by IC § 31-33-5 *et seq.* to the DCS or a local law enforcement agency. All service plans must include goals that address issues of child safety and the protective factors. Monthly reports, as may be required below, must outline progress towards goals identified in the service plans.

E. **Legal Appearances.**

(1) The Contractor agrees that the services provided under this Contract may require the Contractor and/or subcontractors to appear in court or appeals hearings, as well as in miscellaneous administrative hearings and/or require its participation in deposition(s) (hereinafter referred to as "Appearance(s)" or "Appear(s)"). Due to the nature of services involved with this Contract, the parties acknowledge that any such Appearances may be long after the service referral has closed. However, the Contractor’s obligation to testify shall survive both the closure of the referral for services and the Contract. As part of these services, the Contractor shall:

- a. Require Appearance(s) of its employees, former employees (if applicable), and subcontractors (the “Contractor’s Staff”) as required by DCS whether or not a subpoena or written request (including email) is sent.

- b. Immediately contact DCS regarding subpoenas/correspondence received, including notification of any correspondence addressed to a former employee, leased employee, or subcontractor relating to or arising from the services provided under this Contract;
 - c. Provide contact information for those subpoenaed, if available;
 - d. Provide a substitute witness as requested by DCS;
 - e. Timely copy and provide records and documentation; and
 - f. Arrange for documentation of chain of custody on tests administered to clients as part of the Contractor's services, if requested by DCS.
- (2) DCS will attempt to provide adequate prior notice for required court/hearing testimony and/or deposition(s) and will pay for Appearances it requires and for which the Contractor's Staff appears (in accordance with the specifications set forth below).
- (3) Releases: The Contractor shall have current releases for all DCS' clients and JD/JS clients for whom the Contractor provides or has provided services pursuant to this Contract. It is the Contractor's responsibility to obtain the signature of the appropriate parent and/or guardian of the DCS client or JD/JS client on the release. These releases shall enable DCS and the courts/judges (the "Courts") associated with referred DCS cases to obtain information regarding the services being provided by the Contractor in order to allow DCS and the Courts to monitor progress in services. The terms and content of the release shall be legally sufficient to allow Contractor and subcontractors to provide the testimony described above and to turnover any other documents, material, or other information to DCS as required by the Contract.

However, the lack of such release does not excuse Contractor's obligation to attend all Appearances as required under this Contract.

- a. The release must be signed by the appropriate parent and/or guardian of the DCS client. If a parent and/or guardian is not reasonably available, declines to act, and/or existence is unknown, the Contractor shall immediately notify DCS so a court order can be obtained.
- b. The release will have an expiration tied to closure of the relevant CHINS case or JD/JS case. If a case begins as an IA, the expiration will be tied to a reasonable expiration date to cover the later of potential appearance requests or the closure of any successor CHINS case. It is the Contractor's responsibility to monitor the expiration dates of the releases and obtain subsequent, signed releases for all DCS' clients and JD/JS clients throughout the entire CHINS case or JD/JS case.
- c. If the Contractor is planning on filing a motion to quash or requesting any hearings relating to its testimony that must take place prior to a court/trial date, the Contractor must provide DCS and any relevant counsel for JD/JS clients with adequate advance notice of such motion and/or request for a hearing prior to such court/trial date. DCS shall determine, in its discretion, whether such advance notice is adequate in any given circumstance. Notice

will be considered inadequate if it would require a delay in any fact finding or other hearing.

- (4) Payment for Appearances/Testimony Rendered for DCS that Results from a Referral Pursuant to this Contract. When a member of the Contractor's Staff Appears at DCS' request, DCS shall pay per appearance per day per case. Notwithstanding the above, DCS shall never pay the Contractor for more than four (4) appearances per day per individual staff member (even if the Contractor Appears on behalf of more than four (4) clients/cases). Moreover, DCS shall pay only once for an individual staff member to be at a hearing even if such individual is there on behalf of more than one (1) DCS client or if there is a consolidated hearing for more than one (1) case. This payment shall be billed and paid separately from the hourly per setting rates outlined in the Cost Schedule, attached hereto and incorporated herein as Attachment 2.
- (5) The Contractor agrees to cooperate with the DCS local office attorney (or other authorized representative of DCS) during case preparation. Furthermore, the Contractor agrees to be prepared for all Appearances/Testimony and acknowledges that the court and/or deposition time payment (described directly above in paragraph (4)) will be standard and is not based on preparation, waiting time, or time on the stand and/or at the deposition. DCS will endeavor to schedule Appearances to accommodate the Contractor's Staff to the extent permissible by the court or otherwise.
- (6) Should the Contractor's Staff be requested by DCS to provide testimony unrelated to services rendered pursuant to this Contract, payment for such testimony will be separately negotiated and paid.
- (7) The court time payment component described above will be available for testimony regarding parent services even if the parent(s) is/are eligible for Medicaid and/or third party insurance and the services the parent(s) is/are receiving are reimbursable by Medicaid and/or third party insurance.

F. Reports and Incident Reports:

- (1) Reports: The Contractor agrees to prepare and submit to the State as requested the information required by the State for reports and evaluations necessary to monitor services or programs and outcomes, including submitting detailed service logs and/or outcome reports to KidTraks (or another database specified by DCS) as further detailed in the DCS Service Standards. The Contractor will provide all information reasonably requested by the State (in the format requested by the State) and will cooperate with and assist the State in preparing such reports and evaluations. DCS will attempt to standardize the timing and content of required reports to the extent it can.
- (2) Incident Reports: The Contractor has an affirmative duty under this Contract to disclose to the State whenever any Covered Personnel or subcontractor is involved in any incident with the family and/or child in the course of providing a service. "Incident" means any occurrence that endangers or may endanger the physical or mental health of a child, including but not limited to any altercations, condition, or event that would give rise to a mandatory report to the DCS hotline.

G. Monitoring: The State shall monitor and review the Contractor's delivery of services during the term of this Contract. The procedure that the State uses for monitoring the Contractor may change during the term of this Contract, and the Contractor will be

notified of any changes in procedure. The procedure that the State uses for monitoring the Contractor may include, but not be limited to, the following:

- (1) Review of invoices/claims submitted by the Contractor for payment, in relation to the service categories and service rates approved by DCS in **Attachment 2** and paid in accordance with the specifications outlined in this Contract;
- (2) Information received verbally (which will include a contemporaneous written summary of such information when possible and appropriate) or in writing from DCS concerning the Contractor's delivery of services requested or approved;
- (3) Information received verbally (which will include a contemporaneous written summary of such information when possible and appropriate) or in writing from service recipients, directly or through a DCS' local office, regarding services provided by the Contractor;
- (4) Review of the results of services provided in relation to the desired outcomes of those services as stated in the Competency Attainment Services RFP and the Contractor's RFP Response; and
- (5) Information contained in the reports and evaluations relating to the Contractor's delivery of services under this Contract.

As requested by DCS, the Contractor shall submit quarterly written reports (at a minimum) to DCS (in the format requested by DCS) concerning the Contractor's service delivery and other issues pertinent to this Contract, as provided in the Competency Attainment Services RFP and/or as specified by DCS. The reports will be based only on documented information, which may include a contemporaneous written summary of information received verbally from a reporting source. The Contractor shall provide any additional reports requested by DCS, which may be more frequent than once per month.

- H. The Contractor agrees to utilize Continuous Quality Improvement practices to monitor service quality and delivery.
- I. Visitation and Transportation Records. As requested by DCS, the Contractor shall keep records of all visitation and transportation it provides as part of its delivery of services pursuant to this Contract. All such records shall be submitted to DCS upon request.
- J. Self-authenticating Records. As requested by DCS, the Contractor shall provide self-authenticating records to DCS.
- K. The Contractor hereby agrees that all actual cost items, e.g. translation services, and/or pass through cost items related to and/or part of the services it provides pursuant to this Contract must be at reasonable rates and not above the prevailing market rates.
- L. Disaster Plan: The Contractor shall send its disaster plan, as required by Section 10 [Compliance with Laws] and Section 23 [HIPAA Compliance] of this Contract, by email to DCS at ChildWelfarePlan@dcs.in.gov within thirty (30) days of the effective date of this Contract.
- M. Publications: Unless consent is given by the DCS' Director or his/her designee, the Contractor shall not use a photograph or other personally identifying information concerning any DCS' ward in relation to any advertising, social media, marketing, or fundraising for the Contractor's programs or services. Nothing in this Contract prohibits the Contractor from using photographs or other personally identifying information for recognition of a DCS' ward's school activities, or individual or group achievements or

accomplishments. This Section shall not apply to a DCS ward for whom an adoptive home is being sought. Nothing in this paragraph is intended to restrict or prohibit the Contractor from publicizing or circulating information about or photographs of a DCS' ward if the required consent has been obtained.

- N. Release of Information: As detailed below in Section 12 [Confidentiality of State Information], any 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 approval of DCS.

The Contractor must receive prior DCS written approval to use data, material, or information obtained or disclosed pursuant to this Contract for research purposes.

If the Contractor is required to provide audio and/or video recordings of services delivered under this Contract to a service model owner for fidelity monitoring and/or certification, the Contractor shall:

- (1) submit a proposed release to DCS for approval;
- (2) obtain a signed (DCS approved) release from the parent/guardian prior to recording;
- (3) maintain a copy of the executed release in the client's file and upon request, deliver it to DCS; and
- (4) produce a copy of the recording in the event it is required pursuant to a discovery request.

- O. Reports and Records Concerning Services.

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

In order to comply with this paragraph 1), the Contractor shall, if requested by DCS, be required to submit reports in accordance with whatever frequency is requested by DCS (monthly, quarterly, or more or less frequent), with respect to services provided to a child or family referred to the Contractor for provision or delivery of services pursuant to this Contract or with respect to any other services performed or any other issues pertinent to this Contract. These reports must contain all of the information requested by the State and must conform to the format and content of the reporting procedure specified by the State.

- (2) This Subsection 1(O) applies to any services that the Contractor provides pursuant to this Contract, including, but not limited to, all services to a particular child or family referred to the Contractor pursuant to this Contract, including (if applicable) any services related to probation.

- (3) The Contractor shall cooperate with the State in any Utilization Review and shall, if requested, conduct or submit to any audit(s) requested by the State in addition to the audit following expiration or termination of this Contract required under Section 7 [Audits and Monitoring] of this Contract.
- (4) Prompt compliance, as determined by the DCS, by the Contractor with a request by the State to submit program and financial documentation during the term of this Contract is critical to this Contract. A failure of the Contractor to comply with any such request could result in immediate suspension of payments hereunder or termination of this Contract by the State.
- (5) In the event the contents of any report is considered deficient by the State, the State will so notify the Contractor in writing after receipt of the report. The notice will specify the nature of the deficiency and the corrective action or information needed. The Contractor shall submit to the State any revised or supplemental report within thirty (30) days after the date of the deficiency notice.
- (6) The Contractor shall maintain records as necessary or appropriate to document services provided pursuant to this Contract. Those records shall include, but not be limited to, documentation relating to, or the time and place of meeting with, persons served by the Contractor and the persons who attended those meetings and copies of any reports or other materials representing the work product of any services provided by the Contractor pursuant to this Contract.

P. Eligibility and Appeals.

- (1) The parties agree that the eligibility of any individuals who may be provided services pursuant to this Contract shall be determined in accordance with State service standards, DCS' policy, and federal eligibility criteria and operating procedures.
- (2) The State and the Contractor agree to maintain procedures and records in accordance with state and federal policies and regulations and to promptly address complaints and appeals between the parties and those of applicants for and recipients of services. Both parties agree to cooperate with the processing of any complaint or appeal.

Q. Delivery of Documents, Files, Data, Studies or Reports to the State Upon Termination or Expiration of this Contract.

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.

2. Consideration.

- A. This Contract will be zero-based. The Contractor will be paid for its delivery of services as provided in this Contract (including any exhibits attached hereto), the Competency Attainment Services RFP, and the Contractor's RFP Response, in accordance with the service category and service rates approved by DCS and in **Attachment 2** and paid in accordance with the specifications outlined above in Subsection 1(G), based on the specified hourly rate per unit of service and the specified amount for completion of a defined unit of service, subject to the terms and conditions of this Section and all other

applicable provisions of this Contract, including Section 37 [Payments and Fiscal Requirements] of this Contract.

- B. Payment to the Contractor as provided in paragraph A of this Section will be subject to the following conditions:
- (1) Timely completion and submission to the State of the information required for any requisite reports and evaluations necessary to monitor services or programs and outcomes, as required below in Section 1 of the Contract.
 - (2) Timely completion and submission to the DCS of monthly (or more frequently) written reports relating to specific children and families referred to the Contractor for services or relating to other issues pertinent to this Contract, as required by Section 1(O) of this Contract.
 - (3) Satisfactory completion and submission to the State of any applicable work product or other deliverable, as specified in the **Attachment 2**, the Competency Attainment Services RFP, the Contractor's RFP Response, or in this Contract itself, for services that are provided to a particular child or family and for any general services that are not provided to a particular child or family.
 - (4) Timely resolution of any issues related to Department of Revenue ("DOR") or Department of Workforce Development ("DWD"). The Contractor acknowledges that this Contract cannot proceed while any DOR or DWD "holds" exist.
 - (5) The Contractor must bill any available payment source, including, but not limited to, Medicaid, Medicare, and/or private insurance, prior to submitting a properly prepared invoice/claim to DCS.
- C. By signing this Contract, the Contractor hereby acknowledges that the service components and service rates approved by DCS and in **Attachment 2** and paid in accordance with the specifications set out in this Contract are established rates between DCS and the Contractor and the Contractor shall not request a revision of such rates after execution of this Contract and/or attempt to include a reservation of rights relating to the amount of the service rates in this Contract or otherwise.

3. Term.

This Contract shall be effective for a period of **two (2) years**. At the State's option, there may be either **two (2) two-year** renewals, **four (4) one-year** renewals, or a combination of **two-year and one-year** renewals. In no event shall the term of this Contract exceed a total of **six (6) years**. It shall commence on **December 31, 2022**, and shall remain in effect through **December 31, 2024**.

4. Access to Records.

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

5. Assignment; Successors; and Subcontracting - Modified

- A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract.

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 not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.
- C. The Contractor shall monitor the performance of all subcontractors and shall remain responsible to the State for the performance of any subcontractor. The Contractor agrees to enter into written agreements with all subcontractors and to provide copies of all subcontracting agreements to the State upon request. It shall be the responsibility of the Contractor to ensure all subcontractors have the required background checks completed as set forth in Section 53 [Criminal and Background Checks] below. The Contractor further agrees to notify the State of a breach of these provisions by a subcontractor and to discontinue any agreement with the specified subcontractor in the event of such a breach.

6. Assignment of Antitrust Claims.

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

7. Audits and Monitoring – Modified.

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

In addition, the State 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. Such audit shall be of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The 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 and its subcontractors shall permit all examinations and shall generate and maintain all documentation necessary to comply with all audit requirements of this Contract.

- C. In addition to an independent audit completed in accordance with paragraph A or B of this Section, the State may, in its discretion, conduct a separate audit(s) of funds provided pursuant to this Contract and/or any other necessary on-site monitoring reviews of the Contractor, for the purpose of: (i) outcome tracking (including, but not limited to, outcome tracking described in Section 1 [Duties of the Contractor] of this Contract); (ii) quality review of the services provided by the Contractor pursuant to this Contract; and/or (iii) conducting any other program or service audits of the Contractor.
- (1) The Contractor shall, upon written demand by the State, repay to the State all sums paid by the State to the Contractor, for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit of the Contractor results in an audit exception, the State shall have the right to set off such amount against current or future allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount.
 - (2) The Contractor agrees that the State has the right to make recommendations and findings in connection with any financial monitoring or audit of the Contractor's operations, and the Contractor agrees to comply with any corrective actions specified by the State, within the time limits established by the State.
 - (3) The Contractor will provide to the State, upon request, a copy of any document or report prepared and maintained by the Contractor relative to costs incurred in providing the services described in this Contract (including its exhibits/attachments).
 - (4) The parties agree that any authorized employee or representative of the State or the federal government of the United States (hereinafter referred to as "governmental agent") shall have the right to enter the premises of the Contractor or any subcontractor of the Contractor and inspect or audit any records or property agreements maintained by the Contractor or its subcontractors in connection with this Contract. The Contractor and its subcontractors shall provide photocopies, make all books, records, and documents that relate to their activities under this Contract available for inspection, review, and audit when requested by a governmental agent. The Contractor shall provide photocopies when requested and ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit, or inspection conducted by a governmental agent.

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

The Contractor hereby acknowledges and agrees that DCS may, in its discretion, conduct monitoring reviews of the Contractor, pursuant to this Section 7(C) of this Contract, for purposes including outcome tracking, quality review of services, and conducting any other program or service audits of the Contractor. The State may conduct such reviews with on-site monitoring or by requesting supporting documentation from the Contractor. Monitoring review activities conducted by DCS may include, but are not limited to, review of the Contractor's program and personnel policies and procedures, service planning activities, caseload ratios, family needs assessments, training and development programs and policies, adequacy of supervision, continuous quality improvement processes, and any documentation in support thereof.

- D. In the event the Contractor is performing services under this Contract that require the Contractor, an employee, and/or subcontractor to maintain any credentials or certification, the State may, in its discretion, require an audit be completed either by the State or the applicable credentialing or certifying organization.
- E. As required, the Contractor shall timely file an "Entity Annual Report" (Form E-1) with the State and the Indiana State Board of Accounts.
- F. Independent Financial Audits: The Contractor shall provide a copy to DCS of any independent financial audit conducted for the Contractor. A copy of the financial audit shall be provided to DCS within thirty (30) days of the Contractor's receipt of the written audit documents.

8. Authority to Bind Contractor.

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

9. Changes in Work – Modified.

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 31, this Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws – Modified.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including any disaster plan protocol (Title IV-E and Title IV-B), and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.*, and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC § 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. Before this Contract may be moved through the State signature process, it must pass review by the Department of Workforce Development ("DWD") and the Department of Revenue ("DOR"). The Contractor acknowledges that this Contract cannot proceed while any DOR or DWD "holds" exist. Thus, if the Contractor has unpaid unemployment insurance or unpaid taxes to the State, this Contract will be held until these issues are resolved.

D. The Contractor certifies by entering into this Contract that neither it nor its principal(s) are presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

E. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract. In the event of DCS' receipt of a report (verbal or written) of criminal or potentially criminal activity by a member of the Contractor's staff (including any of the Contractor's subcontractors and their staff) that potentially threatens/endangers the life, health, or safety of any of DCS' wards, DCS may immediately require a temporary suspension of such member of the Contractor's staff (including any of the Contractor's subcontractors and their staff) pending an investigation into the report.

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

G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

H. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

I. As required by IC § 5-22-3-7:

- (1) The Contractor and any principals of the Contractor certify that:
 - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC § 24-4.7 [Telephone Solicitation of Consumers];
 - (ii) IC § 24-5-12 [Telephone Solicitations]; or
 - (iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.
- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.

11. Condition of Payment – Modified.

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

12. Confidentiality of State Information – Modified.

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

13. Continuity of Services – Modified.

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration and/or termination, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
 - (1) Furnish phase-in training, and
 - (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
 - 1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires and/or is terminated, and
 - 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.
- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration and/or termination that result from phase-in, phase-out operations).

14. Debarment and Suspension – Modified.

- A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.
- B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract, including a review of information included at <http://www.oig.hhs.gov/> and <https://www.sam.gov/portal/public/SAM/> (and any designated successor websites), and shall be solely responsible for any recoupment,

penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State.

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

16. Disputes – Modified.

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.
- C. If a party to this 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 shall submit the dispute in writing according to the following procedure:
- D. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.
- E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision D. relating to submission of the dispute to the Commissioner.

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

17. Drug-Free Workplace Certification.

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

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification.

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

A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option – Modified.

A. For purposes of this Section 19 of the Contract, the term “employee” includes any persons working on duties which are the subject of this Contract, including, but not limited to, the Contractor’s employees working on this Contract, any subcontractors working for the Contractor on this Contract, and any of these subcontractors’ employees or subcontractors.

B. For purposes of this Section, the term “hire” or “hiring” means to hire, to directly contract with, to subcontract with, and/or to procure services through a State managed service provider, State quantity purchase agreement, or its equivalent (as determined by the State).

C. If the State determines at any time during the term of this Contract (including any extensions thereto) that it would be in the State’s best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect within thirty (30) days of receiving a request for such release from the State. This release will be at no cost to the State or the employee.

D. The Contractor agrees that the State may initiate conversations about a potential hiring with any employee of the Contractor at any time during the term of this Contract (including any extensions thereto).

20. Force Majeure.

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. [Modified]

- 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. If DCS makes a written determination that federal and/or state of Indiana funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be immediately canceled upon the Contractor's receipt of a written notice from DCS specifying such determination. Such written notice shall be sent in accordance with the specifications set forth in Section 34. A determination by DCS that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- C. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law.

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance – Modified.

- A. This Section applies only to the extent that the Contractor receives any protected health information ("PHI"), as referenced in paragraph B below, or any alcohol and drug abuse records (as defined in IC § 16-18-2-12), health records (as defined in IC § 16-18-2-168), or mental health records (as defined in IC § 16-18-2-226), concerning any individual, in connection with performance of any services under this Contract. Any records included in the above definitions in IC § 16-18-2 are referred to herein as "Health Records."
- B. HIPAA. The Contractor agrees to comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996, Title II, Administrative Simplification ("HIPAA"), including amendments signed into law under the American Recovery and Reinvestment Act of 2009 ("ARRA"), in particular, applicable provisions of Title XIII known as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Subtitle D, in all activities related to this Contract, to maintain compliance during the term of this Contract and after as may be required by federal law, to operate any systems used to fulfill the requirements of this Contract in full compliance with all applicable provisions of HIPAA and to take no action which adversely affects the State's HIPAA compliance.

Terms used, but not otherwise defined, in this Contract shall have the same meaning as those found in the HIPAA Regulations under 45 CFR Parts 160, 162, and 164.

To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Contractor assures that it will appropriately safeguard all forms of Health Records and/or 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 all applicable requirements of law

relating to Health Records and/or PHI with respect to any task or other activity it performs for the State including, as required by the final Privacy and Security regulations:

- (1) Implementing the following HIPAA requirements for any forms of Health Records and/or PHI that the Contractor receives, maintains, or transmits on behalf of the State:
 - a. Administrative safeguards under 45 CFR § 164.308
 - b. Physical safeguards under 45 CFR § 164.310
 - c. Technical safeguards under 45 CFR § 164.312
 - d. Policies and procedures and documentation requirements under 45 CFR § 164.316;
- (2) Implementing a disaster recovery plan, as appropriate for work conducted for this Contract, which includes mechanisms to recover data and/or alternative data storage sites, as determined by the State to be necessary to uphold integral business functions in the event of an unforeseen disaster;
- (3) Not using or further disclosing Health Records and/or PHI other than as permitted or required by this Contract or by applicable law;
- (4) Immediately reporting to the State representative listed in Section 34(A)(1) [Notice to Parties] any security and/or privacy breach directly relating to the work performed for this Contract of which the Contractor becomes aware;
- (5) Mitigating, to the extent practicable, any harmful effect that is known to the Contractor and immediately reporting to the State representative listed in Section 34(A)(1) [Notice to Parties] any use or disclosure by the Contractor, its agent, employees, subcontractors or third parties, of Health Records and/or PHI obtained under this Contract in a manner not provided for by this Contract or by applicable law of which the Contractor becomes aware;
- (6) Ensuring that any subcontractors or agents to whom the Contractor provides Health Records and/or PHI received from, or created or received by the Contractor, subcontractors or agents on behalf of the State agree to the same restrictions, conditions and obligations applicable to such party regarding Health Records and/or PHI and agree to implement the required safeguards to protect it;
- (7) Making the Contractor's internal practices, books and records related to the use or disclosure of Health Records and/or PHI received from, or created or received by the Contractor on behalf of the State available to the State at its request or to the Secretary of the United States Department of Health and Human Services ("DHHS") for purposes of determining the State's compliance with applicable law. The Contractor shall immediately notify the State representative listed in Section 34(A)(1) [Notice to Parties] upon receipt by the Contractor of any such request from the Secretary of DHHS or designee, and shall provide the State representative listed in Section 34(A)(1) [Notice to Parties] with copies of any materials made available in response to such a request;
- (8) In accordance with procedures established by the State, making available the information required to provide an accounting of disclosures pursuant to applicable law, if the duties of the Contractor include disclosures that must be accounted for;
- (9) Making available Health Records and/or PHI for amendment and incorporating any amendments to Health Records and/or PHI in accordance with 45 CFR §

164.526, if the Contractor maintains Health Records and/or PHI subject to amendment;

- (10) Make Health Records and/or PHI available to individuals entitled to access and requesting access in compliance with 45 CFR § 164.524 and the duties of the Contractor;
- (11) At the discretion of the State, authorizing termination of this Contract if the Contractor has violated a material provision of this Section; and
- (12) At the termination of the Contract, the Contractor shall return or destroy all Health Records and/or PHI received or created under the Contract. If the State determines return or destruction is not feasible, the protections in this Contract shall continue to be extended to any Health Records and/or PHI maintained by the Contractor for as long as it is maintained.

C. Drug and Alcohol Patient Abuse Records. In the performance of the services listed in this Contract, the Contractor may have access to confidential information concerning the disclosure and use of alcohol and drug abuse patient records. The Contractor understands and agrees that data, materials and information disclosed to the Contractor may contain confidential and protected data, including confidential individual information concerning alcohol and drug abuse patient records. Therefore, the Contractor promises and assures that any such confidential data, material, and information gathered or disclosed to the Contractor for the purposes of this Contract and specifically identified as Confidential Information will not be disclosed or discussed with others without the prior written consent of the State. The Contractor and the State shall comply with applicable requirements under 42 CFR Part 2 and any other applicable federal or state statutory or regulatory requirements. The Contractor shall immediately report any unauthorized disclosures of these records to the State representative listed in Section 34(A)(1) [Notice to Parties].

24. Indemnification.

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

25. **Independent Contractor; Workers' Compensation Insurance – Modified.**

- A. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.
- B. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.
- C. The Contractor certifies and agrees that the services the Contractor provides under this Contract will be performed in accordance with the following guidelines:
 - (1) **Behavioral control** - The Contractor will be responsible to direct and control its staff with respect to how to carry out its duties under this Contract including:

- a. monitoring or providing training on how to perform services and
- b. instructions on:
 - when and where to do the work;
 - what tools or equipment to use;
 - what workers to hire or to assist with the work;
 - where to purchase supplies and services;
 - what work must be performed by a specified individual; and
 - what order or sequence to follow.

(2) **Financial control** - In carrying out its duties hereunder, the Contractor will be responsible for:

- a. all business expenses incurred;
- b. any facilities or equipment it requires;
- c. managing its resources to meet obligations to the State and any other parties;
- d. all employment or contract issues with its staff; and
- e. managing any fluctuations in the cost of providing services.

(3) **Type of relationship** - The Contractor's relationship with the State:

- a. is controlled by this Contract;
- b. includes no benefits other than the consideration paid for services rendered;
- c. includes no promise of future agreements; and
- d. addresses only one aspect of the State's overall mission.

26. Indiana Veteran Owned Small Business Enterprise Compliance.

Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract:

IVOSB	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
IVOSB	(317) 927-7004	Bingle Research Group, Inc.	Data reporting and evaluation services	12/31/2022 to 12/31/2024	4.00%

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be

uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

27. Information Technology Enterprise Architecture Requirements.

If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/policies-procedures-and-standards/> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance – Modified.

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

- (1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
- (2) Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The State is to be named as an additional insured on a primary, non-contributory basis.
- (3) Property damage insurance in an amount sufficient to provide coverage for any loss of property used by the Contractor in connection with services provided under this Contract, not less than \$100,000 in the aggregate.
- (4) Professional Liability, also known as Errors and Omissions Insurance, for those Contractors required to hold a professional license by the Indiana Professional Licensing Agency with limits not less than \$1,000,000 per cause of action and \$2,000,000 per occurrence. This is coverage available to pay for liability arising out of the performance of professional or business related duties, with coverage tailored to the needs of the specific profession. Coverage for the benefit of the

State shall continue for a period of two (2) years after the date of service provided under this Contract.

- (5) Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.
- (6) Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.
- (7) Surety or Fidelity Bond(s) if required by statute or by the agency.
- (8) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks, and informational assets, and having limits of no less than \$1,000,000 in the aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the State representative listed in Section 34(A)(1) [Notice to Parties] a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the state of Indiana is required if any of the services provided under this Contract involve work outside of Indiana.

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

- (1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
- (2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
- (3) The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
- (4) The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
- (5) The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State representative listed in Section 34(A) (1) [Notice to Parties] before commencement of this Contract.

29. 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.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are None.

30. Licensing Standards – Modified.

A. The Contractor, its employees and subcontractors shall comply with all required and applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such required and applicable standards, laws, rules or regulations. If any required license, certification, or accreditation expires or is revoked, or any disciplinary action is taken against a required and applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract, provided; however, if this Contract is terminated based on a license revocation or other disciplinary action that is reversed or overturned on appeal, this Contract will be immediately reinstated by the State. This paragraph shall not apply to any voluntary accreditation that the Contractor chooses to maintain. If accreditation is not required for the Contractor, noncompliance with voluntary accreditation standards shall not constitute grounds for nonpayment, revocation, or any other disciplinary actions outlined in this Section.

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

31. Merger & Modification.

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

32. Minority and Women's Business Enterprises Compliance.

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this

information during the Contract term must be approved by Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract:

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
MBE	(317) 688-7050	Virag dba CPS Clinical Services	Clinical staffing services	12/31/2022 through 12/31/2024	8.50%
WBE	(317) 800-7962	Axon Advisors, LLC	Clinical staffing services	12/31/2022 through 12/31/2024	11.50%

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to Division of Supplier Diversity, 402 W. Washington Street, Room W-462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

33. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

34. Notice to Parties. [Modified]

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

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

Deputy Director of Juvenile Justice Initiatives and Support
Indiana Department of Child Services
302 W. Washington Street, Room E306, MS 47
Indianapolis, IN 46204
Email: donald.travis@dcs.in.gov (or successor's email address)

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

Deepika Vuppalanchi
CEO
Syrax Health Corp
1119 Keystone Way N #201
Carmel, IN 46032
Email: deepikav@syraxhealth.com

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.

35. Order of Precedence; Incorporation by Reference – Modified.

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract; (2) any written notices given by the State to the Contractor (including any attachments thereto) pursuant to Section 31 [Merger & Modifications] of this Contract; (3) the most current form of DCS' Service Standards, DCS' Child Welfare Principles, and the Assurances (which are described in Section 1 [Duties of Contractor] of this Contract); (4) attachments prepared by the State; (5) RFP# 22-71589; (6) Contractor's response to RFP# 22-71589 and (7) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials – Modified.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the

State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

- B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.
- C. The Contractor shall grant the State shared access to all documents, including child files, 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.
- D. 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.

37. Payments and Fiscal Requirements – Modified.

- A. All payments shall be made in thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20. 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 38 [Penalties/Interest/Attorney's Fees], 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 all supporting 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. At a minimum and unless otherwise directed by DCS, all claims submitted by the Contractor must be submitted with appropriate documentation attached showing completion of the service units for which the Contractor is requesting payment under this Contract and the applicable referral form. Documentation shall specify the program and services provided for each client for whom the claim is submitted, the name of the client, the dates on which the services were provided, and the payment rate applicable to the client, program, and services provided based on the rates established and approved for the particular program services as provided in this Contract (including any exhibits/attachments thereto or web links referenced therein).
- E. As described in Section 2(B)(5), the Contractor must bill any available payment source, including, but not limited to, Medicaid, Medicare, and/or private insurance, prior to submitting a properly prepared invoice/claim to DCS.
- F. A properly prepared invoice/claim must be submitted to DCS within ninety (90) 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, Medicare, or private insurance 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, Medicare or private insurance 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, Medicare, or private insurance approved the claim.
- G. 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 advance notice of any such changes.
- H. If the Contractor is being paid in advance for the maintenance of equipment software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform 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.

38. Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

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.

39. 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.

40. Public Record.

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and the State will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Renewal Option.

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

42. 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.

43. 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.

44. 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.

45. Termination for Convenience.

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

46. Termination for Default and Termination or Suspension for Additional Reasons – Modified.

A. Termination for Default

- (1) With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:
 - a. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
 - b. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 - c. Make progress so as to endanger performance of this Contract; or
 - d. Perform any of the other provisions of this Contract.
- (2) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- (3) The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause of this Contract. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- (4) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

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

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

D. Termination for Change in Legal Status. The Contractor shall provide written notice to the State of any change in the Contractor's legal name or legal status including, but not limited

to, a sale or dissolution of the Contractor's business. **When possible, DCS requests such notice ninety (90) days prior to the change in legal status in order to reduce the risk of an interruption in services occurring.** The State reserves the right to terminate this Contract should the Contractor's legal status change in any way. Termination pursuant to this paragraph shall be effective from the date of the change in the Contractor's legal status.

- E. Termination for Additional Reasons Stated in this Contract. This Contract is also subject to termination or suspension as stated in any other Section of this Contract, including, but not limited to: Section 1(U) (Reports and Records Concerning Services); Section 7 (Audits and Monitoring); Section 10 (Compliance with Laws); Section 15 (Default by State); Section 17 (Drug-Free Workplace Certification); Section 18 (Employment Eligibility Verification); Section 20 (Force Majeure); Section 21 (Funding Cancellation); Section 23 (HIPAA Compliance); Section 28 (Insurance); Section 30 (Licensing Standards); Section 33 (Nondiscrimination); Section 45 (Termination for Convenience); Section 50 (Conflict of Interest); and Section 53 (Criminal and Background Checks).
- F. State Only Liable for Payment for Services Properly Provided Prior to Termination. If this Contract is terminated for any reason, the State shall only be liable for payment for services properly provided prior to the effective date of termination with the exception, as set forth above in Section 13(D) and only if applicable, that the State shall reimburse the Contractor for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration and/or termination that result from phase-in, phase-out operations). The State shall not be liable for any costs incurred by the Contractor in reliance upon this Contract subsequent to the effective date of termination except as provided in Section 13(D).

47. Travel.

No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the *Indiana Department of Administration Travel Policy and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Travel Policy* guidelines.

48. Waiver of Rights – Modified.

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

49. Work Standards – Modified.

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

the services pursuant to this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. Conflict of Interest – Added.

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

B. As used in this Section:

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

"Interested party" means:

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

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

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

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

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

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

51. Fees – Added.

The Contractor and its subcontractors shall impose no fees upon the recipients of any services provided through this Contract except as explicitly authorized by the State.

52. Environmental Tobacco Smoke – Added.

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

53. Criminal and Background Checks – Added.

To ensure Contractor remains in compliance with the Contract, the Contractor shall be responsible for modifying its practices to comply with all applicable federal laws, state of Indiana laws, administrative letters, and DCS policies 13.03 and 13.04, which includes, but are not limited to the following:

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

- (1) A1 Level Covered Personnel. Personnel employed or volunteering in a capacity in which the subject of the check has the expectation of direct contact with children, in connection with performance of any service or activity pursuant to the Contract with DCS.
 - a. Note: Personnel designated as A2 Level Covered Personnel could become an A1 Level Covered Personnel at any time as duties or responsibilities change to include A1 Level Covered duties, services, or activities.
- (2) Direct Contact with Children. For purpose of A1 and A2 Level Covered Personnel definitions, direct contact with children means any direct contact with a child, regardless of whether another adult or a parent is present.
- (3) A2 Level Covered Personnel. Personnel employed or volunteering in a capacity in which the subject of the check has the expectation of electronic or other access to children's child welfare or DCS information, in connection with performance of any services or activity pursuant to the Contract with DCS.

a. Note: Personnel designated as not being A2 Level Covered Personnel could become A2 Level Covered Personnel at any time as duties or responsibilities change to include A2 Level Covered duties, services, or activities.

(4) Other Access to Information. For purposes of the A2 Level Covered Personnel definition, other access to a child's child welfare or DCS information includes both access to physical records and access to overhear information about a child's child welfare or DCS information.

B The Required 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). As applicable laws and DCS' policies and practices are updated periodically, the Provider shall comply with the most current laws and DCS' policies. Upon written request, DCS will furnish the Provider with information on updates and any changes in policy or procedure

C The Provider shall maintain records of information it gathers and receives on Covered Personnel checked pursuant to this Section, and such records shall be provided to the DCS or be made available for inspection by authorized representatives of the DCS upon request.

D At the time the Contractor submits this Contract for signature, and annually upon the anniversary of the effective date of this Contract, the Provider shall collect and verify all documentation demonstrating the Required Checks of Covered Personnel have been completed and are compliant with the then-existing law and DCS policy. The Provider shall furnish such documentation related to these Required Checks as DCS requests.

E 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 and 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 Central Office 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 contained in any report that it receives from the Federal Bureau of Investigation through the Indiana State Police. If the Provider requests a waiver of criminal history, DCS will inform the Provider of the decision on the waiver request.

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

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

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

54. Purchase and Disposal of Property - Added

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.

55. Lobbying Activities -- Added.

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

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

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

D The foregoing certification is a material representation of fact upon which reliance was or will be placed when entering into this Contract and any transactions with the State. Submission of this certification is a prerequisite for making or entering into any transaction as imposed by 31

U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

56 Religious or Political Activities – Added.

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

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

57. Buy American – Added.

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.

58. Survival – Added.

All terms of this Contract which, by their nature, are intended to survive termination, in whole or in part, and/or expiration of this Contract will survive termination, in whole or in part, and/or expiration of this Contract, including, but not limited to, the following Sections: Section 1(U). Reports and Records Concerning Services; Section 1(V). Eligibility and Appeals; Section 1(W). Delivery of Documents, Files, Data, Studies or Reports to the State Upon Termination or Expiration of this Contract; Section 4. Access to Records; Section 6. Assignment of Antitrust Claims; Section 7. Audits and Monitoring; Section 12. Confidentiality of State Information; Section 13. Continuity of Services; Section 16. Disputes; Section 19. Employment Option; Section 22. Governing Law; Section 23. HIPAA Compliance; Section 24. Indemnification; Section 36. Ownership of Documents and Materials; Section 37. Payments and Fiscal Requirements; Section 38. Penalties/Interest/Attorney's Fees; Section 40. Public Record; Section 45. Termination for Convenience; Section 46. Termination for Default and Termination or Suspension for Additional Reasons; Section 47. Travel; Section 48. Waiver of Rights; Section 53. Criminal and Background Checks; and Section 55. Lobbying Activities. The above list of Sections surviving the termination and/or expiration of this Contract is not exhaustive and there are other provisions of this Contract which shall survive the termination, in whole or in part, and/or expiration of this Contract.

59. 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 standard contract clauses (as contained in *2022 SCM Template*) in any way except as follows:

- 5 Assignment; Successors; and Subcontracting – modified;
- 7 Audits and Monitoring – modified;
- 9 Changes in Work – modified;
- 10 Compliance with Laws – modified;
- 11 Condition of Payment – modified;
- 12 Confidentiality of State Information – modified;
- 13 Continuity of Services – modified;
- 14 Debarment and Suspension – modified;
- 16 Disputes – modified;

- 19 Employment Option – modified;
- 21 Funding Cancellation – modified;
- 23 HIPAA Compliance – modified;
- 25 Independent Contractor; Workers' Compensation Insurance – modified;
- 28 Insurance – modified;
- 30 Licensing Standards – modified
- 34 Notice to Parties – modified;
- 35 Order of Precedence; Incorporation by Reference – modified;
- 36 Ownership of Documents and Materials – modified;
- 37 Payments and Fiscal Requirements – modified;
- 46 Termination for Default and Termination or Suspension for Additional Reasons –
modified;
- 48 Waiver of Rights – modified;
- 49 Work Standards – modified;
- 50 Conflict of Interest – added;
- 51 Fees – added;
- 52 Environmental Tobacco Smoke – added;
- 53 Criminal and Background Checks – added;
- 54 Purchase and Disposal of Property – added;
- 55 Lobbying Activities – added;
- 56 Religious or Political Activities – added;
- 57 Buy American – added; and
- 58 Survival – added.

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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

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 agree to the terms thereof.

SYRA HEALTH CORP.

By: *Deepika Vuppalanchi*
7A97A99F67B2410...

Title: Chief Executive Officer

Date: 12/7/2022 | 10:48 PST

Indiana Department of Child Services

By: *Aaron Nicholas Atwell - 00502*
8A6BCB244857475...

Title: CFO

Date: 12/8/2022 | 09:11 EST

Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holw erda, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

State of Indiana
DCS Competency Attainment Services
Attachment 1 – Scope of Work

1. Introduction

This Scope of Work (SoW) sets forth the requirements and obligations related to the provision of DCS Competency Attainment Services under the Indiana Department of Child Services (DCS). The DCS Competency Attainment Services vendor (hereinafter referred to as the “Contractor”) shall provide services to the eligible population outlined in Section 4 of this SoW.

2. Background and Objectives

2.1 DCS Background

It is DCS’ vision that Indiana’s children live in safe, healthy, and supportive families and communities. DCS leads the State’s response to allegations of Child Abuse and/or Neglect (CA/N), facilitates child support payments, and oversees licensing services for resource parents and child care institutions. DCS engages families and collaborates with State, local, and community partners to protect children from abuse and neglect and to provide child support services. DCS considers the needs and values of all Hoosiers served in efforts to protect children while keeping families together whenever possible. DCS values and operates under the following principles: respect for all, racial justice, diversity and inclusion, a culture of safety, and a commitment to continuous improvement.

The Contractor shall provide services according to the Indiana Practice Model (<https://www.in.gov/dcs/3208.htm>). The Contractor shall build trust-based relationships with families and partners by exhibiting empathy, professionalism, genuineness, and respect. The Contractor shall use a trauma informed approach and trauma informed services to support children, youth, and families.

2.2 Competency Attainment Background

In *Dusky v. United States* (1960), the Supreme Court ruled that to be competent to stand trial, the defendant must have a “sufficient present ability to consult with his lawyer with a reasonable degree of rational understanding” and a “rational as well as factual understanding of the proceedings against him.” To meet this Dusky Standard, competency attainment typically focuses on four necessary abilities:

1. Factual understanding and basic, concrete knowledge of the legal process and legal constructs
2. Rational appreciation and understanding of what is occurring
3. Sustained ability to assist and communicate with counsel in a meaningful way
4. Adequate reasoning and decision making regarding legal options

The Dusky Standard has been utilized to determine competency in adults since the 1960s and in recent years states have utilized the Dusky Standard in juvenile court cases. When a child is charged with a delinquent act and found incompetent to stand trial, the state may order that they enroll in competency attainment services. The goal of these services is to aid the child in attaining competency and subsequently enable the child to return to court and continue with their proceedings.

While juvenile competency attainment services are typically individualized to a child's specific needs, services often include some combination of case management, connection to mental health services, and training and education to support the child in achieving competency. Juvenile competency attainment also typically leverages learning tools and curricula catered to meeting the learning needs of children at various development and literacy levels. This can include, but is not limited to, large group instruction, small skill groups, individual social skills instruction, direct instruction, modeling, roleplaying, skill practice in different settings, performance feedback, hands-on videos, flashcards, courtroom boards, puzzles, and games.

2.3 Legislative Background

SEA 368-21 was enacted by the Indiana General Assembly in April 2021 to take effect on December 31, 2022 and result in Indiana Code (IC) 31-37-26. This law both establishes a procedure for determining juvenile competency and outlines a process for the provision of DCS Competency Attainment Services for children deemed not competent to stand trial. Key program goals of IC 31-37-26 are outlined in Section 2.4 below and the full text is available [here](#).

2.4 Program Goals

DCS Competency Attainment Services shall implement the requirements of IC 31-37-26. These services shall ensure:

- Hoosier children are guaranteed their right to due process and a fair trial
- Hoosier children are restored to competency whenever possible
- The child understands the legal process, the nature of their offense, and is able to assist in their own defense
- Services are provided in the least restrictive setting possible based on the child's needs and the safety of the child and the community
- Service provision is individualized to the needs and developmental level of the child

3. Minimum Contractor Qualifications

The Contractor shall:

- Maintain experience providing Competency Attainment Services or related services, particularly in the context of children/youth populations

4. Eligible Population

The eligible population for these services are children deemed not competent to stand trial in accordance with IC 31-37-26-5 and referred for DCS Competency Attainment Services under IC 31-37-26-6 (b) and (d). Only children ordered by the juvenile delinquency court

for DCS Competency Attainment Services, in accordance with IC 31-37-26, shall be eligible for services under this Contract. This Contract does not preclude the Contractor from continuing to treat other individuals outside of these services.

5. Geographic Coverage of Services

In accordance with IC 37-31-26, the Contractor shall provide DCS Competency Attainment Services statewide.

6. DCS Competency Attainment Services

The Contractor shall provide DCS Competency Attainment Services in the least restrictive setting that is consistent with the child's ability to attain competency and the safety of both the child and the community. All treatment shall be provided by the Contractor operating within their scope of practice according to their licensure, certification, and/or any other rules governing the Contractor's scope of practice. The child's services and treatment shall be administered according to the requirements listed below.

6.1 Competency Evaluation

Competency is defined by IC 31-37-26 as the present ability of a child to 1) understand the nature and objectives of the proceedings against the child and 2) their ability to assist in their own defense.

If a court has reasonable grounds to believe that a child is not competent, the court may order the child to undergo a competency evaluation. This competency evaluation is **not** the responsibility of the Contractor.

This evaluation will be completed by a "disinterested person" (defined as an independent psychologist or psychiatrist), who provides a report to the court including a competency determination for the child, with the following options:

- The child is competent to stand trial
- The child is not competent to stand trial and unable to obtain competency within the required statutory timeframes
- The child is not competent but able to obtain competency within the required statutory timeframes

If the evaluation finds that the child is not competent but able to obtain competency within the time periods outlined in IC 31-37-26-6(b), then the court may order the child to participate in the Contractor's Competency Attainment Services.

6.2 DCS Competency Attainment Services Overview

If the court orders that a child receives DCS Competency Attainment Services, the court shall identify a qualified DCS Competency Attainment Services Contractor to deliver DCS Competency Attainment Services. These DCS Competency Attainment Services shall be the responsibility of the DCS Competency Attainment Services Contractors in accordance with DCS service standards.

After the court identifies the qualified DCS Competency Attainment Service Contractor, the court shall transmit a copy of each Competency Assessment report it has received for review within ten (10) days. The Contractor shall then submit to the court a Competency Attainment Plan for the court's approval within 30 days.

The Contractor shall provide individualized, in-person services, unless a virtual meeting is required for health and safety. Any virtual meetings must be approved in writing by the Probation Department. The Contractor shall provide DCS Competency Attainment Services at a frequency and level of care that is consistent with the individualized needs of each child, while empowering the child to achieve competency within the statutory timeframes outlined in Section 6.5.

6.3 Competency Attainment Curriculum

The Contractor shall utilize a State-approved Competency Attainment curriculum. The Contractor's Competency Attainment curriculum must be approved by the State prior to the initial provision of services. The curriculum shall include comprehensive instruction about the criminal trial process and the child's legal rights in a criminal case. The curriculum shall include assessment of the child's ability to connect their understanding of prior behavior with the potential consequences of this behavior and help to bridge any gap in this understanding.

At a minimum, the DCS Competency Attainment Services curriculum shall include instruction around the following topics:

- Preparation for Competency Attainment
 - Assess the level of the youth's intellectual and communication skills and any impediments to rational understanding of events, potential consequences, and the connections between the events and consequences.
 - General introduction and ice breaker activities with the youth and trainer.
- Competency Introduction and Purpose
 - Help the youth understand the charges against them, the potential reasons the State and juvenile court might file and entertain those charges, and how they can assist their attorney in their defense.
 - Identify the primary obstacles to competency (cognitive, mental health, psychosocial/emotional immaturity, etc.).
 - Explain the youth's basic legal rights as a respondent.
- Courtroom Personnel, Proceedings, and Behavior
 - Break down the roles and responsibilities of courtroom personnel, including the Judge, Prosecutor, Defense, Family, Bailiff, Court Reporter, Witnesses, etc.
 - Assist the youth with understanding court procedures, types of juvenile court hearings, types of delinquent acts and their relationship to crimes, applicable definitions and terms, etc.
 - Teach the youth about skills and appropriate behavior in a court setting, explain the expectations for courtroom behavior.

- Help the youth understand the types of pleas, focusing on understanding various plea bargain options including the benefits and disadvantages of entering a plea.
- Understanding Charges and Communicating with the Attorney
 - Help the youth understand the charges against them, potential consequences, the special protections for communications with their attorney, and how sharing information with their attorney can help them.
 - Explain giving testimony and assisting with defense.
 - Utilizes interventions aimed at targeting primary competency obstacles.
- Maintaining Competency
 - Explain the instructions provided by the treatment team and how to maintain therapeutic treatment.
- Formal Competency Re-Evaluation and Opinion
 - Re-evaluation of the competency obstacles by a disinterested person (defined in Scope of Work Section 6.1), if ordered by the Court (note: this re-evaluation is **not** the responsibility of the Contractor). Additional curriculum and educational needs and/or services shall be considered by the Contractor based on the outcome of any court-ordered competency evaluation or re-evaluation.

6.4 Additional Supporting Services

In support of the DCS Competency Attainment curriculum, Contractors shall also provide case management services and coordinate with other entity(ies) to provide the following services as necessary:

- Mental, behavioral, and/or psychological health services
- Medication management

Specifically, the Contractor shall coordinate with other entities to provide medical and therapeutic care as necessary. However, the Contractor may directly provide the Additional Supporting Services if their organization has the capability and capacity. The Contractor shall also work with the entity(ies) to provide the child with all clinically appropriate medications, if prescribed. The Contractor shall also work with the entity(ies) to supervise the administration of all medications to children, if prescribed. If the child is in a residential setting, the Contractor shall also work with the entity(ies) to ensure that all medications are securely stored and accessible only by staff authorized to administer medication. If a child requires emergency medical care, the Contractor shall work with the entity(ies) to ensure the child is promptly and safely transported to an emergency department. The Contractor shall notify DCS and the referral source immediately if a child is taken to the hospital. The Contractor shall provide or coordinate a staff person throughout the child's hospital admission, as necessary based on case circumstances.

6.5 DCS Competency Attainment Service Settings and Duration

Once approved, DCS Competency Attainment Services shall be provided in the least restrictive setting that is consistent with the child's ability to attain competency, and the safety of both the child and the community. No child shall be required to participate

in DCS Competency Attainment Services for longer than is required, which may vary depending on the placement setting as described below.

- In a non-residential setting, the child is not required to participate in DCS Competency Attainment Services for more than:
 - Ninety (90) days if charged with an act not considered a felony if committed by an adult
 - One hundred eighty (180) days if the child is charged with an act considered a felony if committed by an adult
- In a residential setting operated solely or in part for Competency Attainment service provision, the child may not be ordered to participate for more than:
 - Forty-five (45) days if charged with an act not considered a felony if committed by an adult
 - Ninety (90) days if the child is charged with an act considered a Level 4, Level 5, or Level 6 felony if committed by an adult
 - 180 days if the child is charged with an act that would be murder or a Level 1, Level 2, or Level 3 felony if committed by an adult
- In a residential, detention, or secured setting where the child has been placed for reasons other than to only participate in Competency Attainment Services, but where the child is participating in Competency Attainment Services, the child may not be ordered to participate for more than:
 - Ninety (90) days if charged with an act not considered a felony if committed by an adult
 - One hundred eighty (180) days if the child is charged with an act considered a felony if committed by an adult

6.6 Contractor Collaboration

The Contractor shall be required to collaborate with other State contractors in the provision of DCS Competency Attainment Services. These contractors may include, but are not limited to, other DCS Competency Attainment Services contractors, community-based service providers, and residential providers. As such, the Contractor shall be expected to collaborate when necessary and maintain a cooperative relationship with other Contractors.

7. Project Management

The Contractor shall perform the following project management tasks.

7.1 Service Delivery Plan

The Contractor shall develop a detailed Service Delivery Plan, which must be approved by the State. The Service Delivery Plan shall outline the Contractor's strategy and processes for providing DCS Competency Attainment Services. The Contractor shall work in collaboration with the State and submit a full Service Delivery Plan within ten (10) business days after the initial project kick-off meeting to ensure that all implementation activities are completed prior to the operations go-live date (12/31/22) and that the Contractor's strategy and processes for providing DCS Competency Attainment Services conform to the State's expectations. The Service Delivery Plan

shall be reviewed and updated annually based on Contractor performance, goals, and State feedback.

7.2 Individual Competency Attainment Plan

In addition to developing a Service Delivery Plan, the Contractor shall also develop an Individual Competency Attainment Plan that is specific to the needs of each child being served. Individual Competency Attainment Plans shall outline the specific needs of the child, how the Contractor plans to meet those needs, including the specific services that will be provided, and a proposed timeline with key milestones. The Contractor shall submit to the court the Individual Competency Attainment Plan for the court's approval within thirty (30) days of the Contractor being assigned to the child.

7.3 Notification Requirements

Throughout DCS Competency Attainment Service provision, the Contractor shall submit the following reports to the court:

- Report on the child's progress every thirty (30) days and upon service termination via the Individual Monthly Progress Report
- If the Contractor determines that the child could receive services in a less-restrictive setting, the Contractor shall report this to the court within three (3) days of determination
- If the Contractor determines that the child has achieved the goals of the Competency Attainment plan and understands the nature and objectives of the proceedings and can assist in their own defense, the Contractor shall report this to the court within three (3) days of determination
- If the Contractor determines that the child will not achieve the goals of the plan within the applicable time period, the Contractor shall report this to the court within three (3) days of determination. This report shall include recommendations for services for the child that supports the safety of the child and community.

7.4 Reporting Requirements

The following details the Contractor Reporting requirements. Client and data confidentiality shall be maintained. Further, reports shall not contain any statement from the child relating to the alleged delinquent act. Failure to maintain confidentiality may result in non-payment of invoices or termination of the Contract.

7.4.1 Client and Service Data Entry

The Contractor shall enter all client and service data into a DCS-approved database system provided by DCS within five (5) business days of an event occurring. Specific client files shall contain education methods/tools utilized, additional services provided, barriers to competency attainment, placement setting, and case notes documenting progress towards reaching competency. The Contractor shall gather the following information at a minimum:

- Date of referral
- Date(s) of face-to-face contact(s)

- Child goal(s)
- Date competency was achieved, if applicable
- Termination date and reason, if applicable

7.4.2 Individual Monthly Progress Reports

The Contractor shall prepare a monthly progress report for each child receiving DCS Competency Attainment Services and submit this report to both DCS and the court every thirty (30) days. The Contractor shall also provide a detailed summary version of this report upon service termination. At a minimum, the report shall include:

- Child name, age, and demographic information
- Placement setting and notes on appropriateness of placement setting, if applicable
- Description of activities
- Description of Additional Supporting Services provided, if applicable
- Barriers to competency attainment, if applicable
- Monthly progress towards competency

7.4.3 Quarterly Performance Reports

The Contractor shall prepare a quarterly performance report to update DCS on DCS Competency Attainment Service provision. Quarterly reports shall include at a minimum:

- Number of referrals
- What region/county each referral came from
- Number of individuals served per quarter
- Successes/accomplishments
- Challenges
- Goals for the next quarter
- Report metrics on performance measures detailed in Section 10.

Quarterly reports are due by the 10th of each month following the quarter's end.

- First Quarter: January – March (Report due April 10)
- Second Quarter: April – June (Report due July 10)
- Third Quarter: July – September (Report due October 10)
- Fourth Quarter: October – December (Report due January 10)

7.4.4 Ad-Hoc Reports

The Contractor shall provide other ad-hoc reports to the State as necessary. The format and frequency of ad-hoc reports will be determined by the State.

7.5 Meetings and Communications

7.5.1 Kick-Off Meeting

The Contractor shall facilitate a kick-off meeting with DCS to ensure completed implementation by the operational start date (12/31/22). The kick-off meeting shall

be held at least forty-five (45) days prior to the operational start date (12/31/22), unless otherwise approved by the State. The Contractor shall prepare and provide a detailed agenda and meeting summary. If agreed upon in advance by DCS, this meeting may take place via video conferencing.

7.5.2 Quarterly Meetings

The Contractor shall meet quarterly with DCS, or as often as DCS requests, to discuss process, progress, barriers, the quarterly performance report, and any other related issues proposed by DCS or the Contractor. If agreed upon in advance by DCS, specific meetings may take place via telephone or video conferencing.

8. Staffing

The Contractor shall assign qualified, productive, and professional staff members to work under this Contract.

The Contractor shall designate a staff person to oversee DCS Competency Attainment Services. The designated staff person's appointment to the role is subject to approval by DCS. The Contractor shall assign a care team to each child. This care team shall include an attending psychiatrist or psychologist, if required based on case circumstances. DCS reserves the right to require that the Contractor assigns a psychiatrist or psychologist to a child's case.

8.1 Staffing Requirements

The Contractor shall employ sufficient staff to conduct DCS Competency Attainment Services for all referred children in a variety of placement settings (community-based, residential, and detention). The Contractor shall analyze the volume of cases and the geographic spread of cases to identify the necessary number of staff required for service provision. In addition, the Contractor shall provide the following staff positions for this Contract:

- a. Care Coordinator: Shall have a Bachelor's degree in social work, psychology, sociology, or a directly related human services field and eighteen (18) months of experience in juvenile competency attainment services, child welfare services, juvenile delinquency, and/or other relevant experience.
- b. Supervisor: Shall have a Master's degree in social work, psychology, or directly related human services field and three years minimum experience in juvenile competency attainment services, child welfare services, juvenile delinquency, and/or other relevant experience. Supervision and/or consultation shall include no less than one hour of face-to-face supervision and/or consultation per 20 hours of direct client services provided, nor occur less than every two weeks.
- c. Skills Development Trainer: Shall have a Bachelor's degree in social work, psychology, sociology, or a directly related human services field and eighteen (18) months of experience in Competency Attainment Services and/or child welfare.
- d. Psychologist/Psychiatrist (depending on case circumstances): Shall have a MD or PhD in social work, psychology, psychiatry, or directly related human services field and three (3) years minimum experience in competency

attainment service provision, child welfare services, juvenile delinquency, and/or other relevant experience.

- e. Medical Coordinator (depending on case circumstances): Shall have at least a Bachelor's degree in a directly related field and three (3) years minimum experience in a field related to the medical coordination of competency attainment, child welfare, or child delinquency services. The Medical Coordinator shall oversee services for children and youth receiving DCS Competency Attainment Services, including coordination with other entities as necessary. The Medical Coordinator shall work in conjunction with the necessary personnel to ensure medical services are delivered appropriately to children under the Contractor's care.

8.2 Subcontractors

The Contractor shall be aware of the competencies of any subcontractor and ensure that the subcontractor is able to meet the needs of identified children, whether the subcontractor provides clinical services or non-clinical services. All clinical services provided by subcontractors shall be performed by a Bachelor's-level or Masters-level therapist under the supervision of a licensed clinician for home-based therapy. Contractors shall coordinate with subcontractors to provide, at minimum, the services listed below as necessary:

- Mental, behavioral, and/or psychological health services
- Behavioral health services
- Medication management

9. Implementation and Transition Requirements

The Contractor shall complete an implementation process to ensure that services begin smoothly on the operational start date (12/31/22). The State will actively monitor transition activities. Monitoring activities will focus on progress made against the Contractor's work plan and assessment of the Contractor's readiness to begin operations.

9.1 Implementation Requirements

The Contractor shall create an implementation work plan within thirty (30) days of the Contract start date and submit to DCS for approval.

- a. The Contractor shall report progress against the work plan through weekly status reports and at weekly status meetings with the State.
- b. The Contractor shall update the implementation work plan on a weekly basis, or as designated by DCS.
- c. The Contractor shall notify DCS of any delays or issues with implementation.

9.2 End of Contract Transition Requirements and Responsibilities

To ensure that program stakeholders experience no adverse impact from the transfer of DCS Competency Attainment Services from the Contractor to either the State or to a successor contractor(s), the Contractor shall develop and implement a State-approved transition plan covering the possible turnover of services.

The transition plan shall meet the following requirements:

- a. Be developed six (6) months prior to the end of the base Contract period, or any extension thereof.
- b. Detail the proposed schedule and activities associated with the turnover tasks.
- c. Describe the Contractor's approach and schedule for transfer of correspondence, documentation, and other relevant information.
- d. Provide all required documentation and necessary training at least two (2) months prior to the end of the Contract or any extension thereof.
- e. Contractor shall not reduce operational staffing levels during the transition period without prior approval by the State.
- f. Contractor shall not in any way restrict or prevent Contractor staff from accepting employment with any successor contractor(s).

10. Billing and Invoicing

Billing and invoicing for the provision of DCS Competency Attainment Services differs for services provided in a residential setting, detention setting, and community-based setting.

The hourly payment rates for DCS Competency Attainment Services are separated by the following service settings:

- Residential
- Detention
- Community-based

Payment for DCS Competency Attainment Services shall be based on an hourly rate for each child served based on their service setting. The Contractor shall invoice monthly based on these hourly rates. The hourly rates shall include all aspects of the DCS Competency Attainment Services which are performed directly with the child. Any costs associated with routine report writing, scheduling of appointments, collateral contacts, travel time, and no shows shall not be included in the Contractor's monthly invoice. These activities are built into the cost of the hourly rates and shall not be billed separately.

If a child placed in a residential setting is required to receive DCS Competency Attainment Services, the Residential Services components such as housing, food, and supervision shall be covered by a separate Residential Services Contract.

For medically necessary services, Medicaid or other third-party payers may be utilized to treat the presenting condition. If the child does not have insurance and all other payment alternatives have been exhausted, DCS shall be the payer of last resort. Examples of medically necessary services include, but are not limited to: Substance Use Disorder Treatment, Detoxification, and Acute hospitalization.

Note that, the location of and cost of interpretation, translation, and sign language services are the responsibility of the Contractor. If the translation, sign language, or interpretation service is needed in the delivery of DCS Competency Attainment Services, DCS will reimburse the Contractor for the cost of the interpretation, translation, or sign language

service at the actual cost of the service to the Contractor. The child's case file shall include the request for interpretation services and the agency's invoice for this service shall be provided when billing DCS for the service. The Contractor may use DCS contracted agencies and request that they be given the DCS contracted rate, but this is not required. The Contractor is free to use an agency or persons of their choosing as long as the interpretation, translation, or sign language service is provided in an accurate and competent manner and billed at a fair market rate.

The Contractor shall submit a monthly invoice for all services completed during that month. The Contractor may bill based on this invoice once they receive the State's written approval and acceptance from the State.

11. Performance Measures

The Contractor shall be responsible for tracking the following performance measures. These performance measures are included in the Contract to promote better outcomes for children and families and to aid DCS' oversight of the program. The performance measures shall be measured and reported quarterly (via the Quarterly Performance Report) by the Contractor.

- Competency Attainment Rate by service setting (measure based on number of children who attain competency divided by total number of children served in a given service setting)
- Number of sessions provided for each child
- Number of children served monthly
- Submission of Competency Attainment Plans in court-ordered time frame
- Timeliness of reports
- Demographic information of children served

12. Corrective Actions and Payment Withholds

It is the State's primary goal to ensure that the Contractor is accountable for delivering services as defined and agreed to in the Contract. This includes, but is not limited to, performing all items described in the Scope of Work and performing to the satisfaction of the State. Failure to perform in a satisfactory manner may result in corrective actions and withholds described below.

It is the intent of DCS to remedy any non-performance through specific remedies and a payment withholding protocol. In the event that the Contractor fails to meet requirements set forth in the Contract, the State will provide the Contractor with a written notice of non-compliance and may require any of the corrective actions or remedies discussed below. The State will provide written notice of non-compliance to the Contractor within thirty (30) calendar days of the State's discovery of such non-compliance.

12.1 Corrective Actions

If the State determines that the Contractor is not performing to the satisfaction of the State, has not completed any deliverable in a satisfactory or timely manner, or upon written request by the State for any reason, the Contractor shall submit, within ten (10) business days of the occurrence or State request, a Corrective Action Plan (CAP). The

nature of the corrective action(s) will depend upon the nature, severity, and duration of the deficiency and repeated nature. Severity shall be determined by the State, in its sole discretion.

At a minimum, the CAP shall address the causes of the deficiency, the impacts and the measures being taken and/or recommended to remedy the deficiency, and whether the solution is permanent or temporary. It shall also include a schedule showing when the deficiency will be remedied, and for when the permanent solution will be implemented, if appropriate.

12.2 Payment Withholds

Beginning the month in which a CAP is required per the Corrective Action paragraph above, the State may withhold 10% of the following month's invoice and all subsequent billing until the CAP is implemented. When the CAP is completed, and the proposed remedy is implemented, all monies withheld shall be returned to the Contractor within 30 days. Should the CAP not be submitted as required, or should the remedy not be implemented within the timeframe specified by the CAP, the withheld monies may be forfeited.

The Contractor and the State shall schedule regular meetings to discuss Contractor's performance. The Contractor is required to show satisfactory progress towards deliverables and otherwise provide information that can be used to show that performance is satisfactory. Scheduling of review meetings shall be agreed upon mutually between Contractor and the State.



Attachment 2 - Cost Schedule
DCS Competency Attainment Services Payments

The Contractor shall be compensated for all DCS Competency Attainment Services (provided in Community-Based, Residential, and/or Detention service settings) as indicated in Section 10 of Attachment 1 – Scope of Work.

The hourly payment rates for DCS Competency Attainment Services shall be separated by the following service settings: Community-Based, Residential, and Detention. All hourly rates shall remain firm throughout the two year base contract period and any potential extension years.

Payment for DCS Competency Attainment Services shall be based on the hourly rate for each child served and their service setting. The Contractor shall invoice monthly based on this hourly rate and actual number of service hours provided. The hourly rate shall include all aspects of the DCS Competency Attainment Services which are performed directly with the child. Any costs associated with routine report writing, scheduling of appointments, collaterals contacts, travel time, and no shows shall not be included in the Contractor's monthly invoice. These activities are built into the hourly rates and shall not be billed separately.

This Contract will be zero-based and there is no guarantee of service hours (and thus payments).

If a child placed in a residential setting is required to receive DCS Competency Attainment Services, the Residential Services components such as housing, food, and supervision shall be covered by a separate Residential Services Contract.

Table 1: Hourly Rate by Service Setting

	Community-Based	Residential	Detention
Hourly Rate	\$ 193.00	\$ 193.00	\$ 177.00

If a child placed in a residential setting is required to receive DCS Competency Attainment Services, Residential Services components such as housing, food, and supervision shall be covered by a separate Residential Services Contract. The Contractor did not propose the provision of DCS Competency Attainment Services in residential settings and therefore does not have a corresponding hourly rate.