

CHILD & FAMILY WORKFORCE STABILIZATION PROGRAM

GRANT AGREEMENT

GRANT #0000000000000000000079327

This Child & Family Workforce Stabilization Program Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Child Services (the "State" or "DCS") and CRISIS CENTER, INC (the "Grantee"), 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. Purpose of this Grant Agreement; Funding Source.

- A. Purpose. The purpose of this Grant Agreement is to enable the State to award Grant Funds, as defined in subsection 1.B. below, to support the development and stabilization of the workforce in organizations under contract with DCS to provide services to Indiana children and families (hereinafter the "Program") through the Child & Family Workforce Stabilization Program Grant ("Grant"), as further described in the Scope of Work, attached hereto and fully incorporated herein as Exhibit A and the Program Budget, attached hereto and fully incorporated herein as Exhibit B of the Grant Agreement.

The Grant Funds shall be used in accordance with the provisions contained in this Grant Agreement, the DCS Child & Family Workforce Stabilization Program Grant Request for Application ("Request for Application"), and the Grantee's grant application, including all grant application components, ("Grant Application"), Exhibit A, and Exhibit B. The Grant Funds received by the Grantee pursuant to the Grant Agreement shall be used only to implement the Program or provide the services in conformance with this Grant Agreement, Exhibit A, and Exhibit B and for no other purpose.

- B. Funding Source. A total of \$30 million in state funding ("Grant Funds" or "Funds") will be available for the Grant's successful applicant pool.

2. Representations and Warranties of the Grantee. [Modified]

- A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant Funds and that the information set forth in this Grant Agreement, including Exhibit A and Exhibit B, and the Grant Application are true, complete, and accurate. The Grantee expressly agrees to promptly repay all Grant Funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the Funds, or it made any material misrepresentation on its Grant Application.
- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any state department or agency. The term "principal" for purposes of this Grant Agreement is defined as 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 Grantee.

3. Implementation of and Reporting on the Program; Documentation; Data Collection. [Modified]

- A. Implementation. The Grantee shall implement and complete the Program in accordance with **Exhibit A**, **Exhibit B**, and with the plans and specifications contained in its Grant Application, which is on file with the State and fully incorporated herein by reference. Should any terms in the Grantee's Application conflict with this Grant Agreement, the terms in the body of this Grant Agreement shall control. Modification of the Program shall require prior written approval by the State.
- B. Reporting.
- (1) No later than ninety (90) days after the Grantee exhausts the Grant Funds, the Grantee shall submit a report to the DCS that includes documentation of the manner in which the grant funds were used to stabilize the Grantee's workforce, the effect of the grant funds on the Grantee's employee recruitment and retention, and the effect of the grant funds on the Grantee's ability to provide child services to Indiana children, youth, and families, including any effect specifically regarding the Grantee's ability to provide child services to high-acuity children, youth, or families.
 - (2) The Grantee shall submit to the State written progress reports until the completion of the Program. These reports shall be submitted on a quarterly basis and shall contain such detail of progress or performance on the Program as is requested by the State.
- C. Documentation. The Grantee must clearly document how Grant Funds were used in ways consistent with the Grant Application. This requirement is on-going and continuous in accordance with the terms identified below in Section 8 of this Grant Agreement. Such documentation must be available upon request and include, if applicable, the following:
- (1) salary information related to the hiring of new or the repurposing of existing staff to achieve the Grantee's stated goals related to the Program; and
 - (2) receipts, invoices, or other documents related to the purchasing, leasing, renting, or development of tools or resources used to achieve the goals related to the Program.
- D. Data Collection. The Grantee shall collect data concerning the Program. Documentation using data of the effectiveness of the Grantee's Program and any related approved modifications must be submitted to DCS within twelve (12) months of the Grantee's Grant award. This documentation must demonstrate the quantifiable results of Grant Funds through a reduction in waitlist, decreased number of declined referrals, increased capacity to support high-acuity youth or complex families, or similar data. Grantee's data must include pre-performance and post-performance data, which will be compared to evaluate Program outcomes.
4. **Term.** This Grant Agreement commences on January 1, 2024 and shall remain in effect through June 30, 2025. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state laws governing the Grant.

5. Grant Funding. [Modified]

- A. The State shall fund this Grant in the amount of \$260,000. The approved Program Budget is set forth in Exhibit B, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Program Budget without the prior written consent of the State, nor shall the Program costs funded by this Grant Agreement be changed or modified without the prior written consent of the State.
- B. The disbursement of Grant Funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.
- C. The Grantee shall use the Grant Funds solely for the payment of costs associated with stabilizing the Grantee's workforce.
- D. The Grantee shall fully expend the Grant Funds no later than June 30, 2025.

6. Payment of Claims. [Modified]

- A. All payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
- C. The State may require evidence furnished by the Grantee that Grant Funds have been or will be utilized to reimburse expenses as detailed in the Program prior to making payments under this Grant. All payments of Grant Funds will be paid as cost reimbursements and are subject to the State's determination that the Grantee's performance to date conforms to the Program as approved, notwithstanding any other provision of this Grant Agreement.
- D. Claims shall be submitted to the State within twenty (20) calendar days following the end of the month in which work on or for the Program was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than sixty (60) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within sixty (60) calendar days after the expiration or termination of this Agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a [monthly or semi-monthly basis] only. If Grant Funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.
- E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Program Monitoring by the State.

The State may conduct on-site or off-site monitoring reviews of the Program during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to

relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit B** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

- A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost
- B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).
- C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit C** (Guidelines for Non-governmental Entities).

9. Compliance with Laws.

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, 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 Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee 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 Grantee 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 Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee 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 Grantee or its agents violate any applicable ethical standards, the

State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee 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. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee 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 Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project 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 Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Grantee 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.
- G. As required by IC § 5-22-3-7:
 - (1) The Grantee and any principals of the Grantee certify that:
 - A. the Grantee, 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 Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
 - (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, 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 this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

- A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement 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 Grantee.

- B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee 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 Grant Agreement.

11. Drug-Free Workplace Certification.

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

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee 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 Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee'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; and
- 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 Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- 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) take appropriate personnel action against the employee, up to and including termination; or (2) require 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.

12. Employment Eligibility Verification.

As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

13. Funding Cancellation.

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 Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law.

This Grant Agreement 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.

15. Information Technology Accessibility Standards.

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

16. Insurance.

The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. 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 Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant 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 or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee 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.

18. Notice to Parties.

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

A. Notices to the State shall be sent to:

Deputy Chief Financial Officer Indiana Department of Child Services
402 W. Washington St., Rm. W392
Indianapolis, IN 46204

E-mail: Rebecca.Chauhan@dcs.IN.gov (or designated successor's email address)

B. Notices to the Grantee shall be sent to:

Margaret Pruzin, Director of Finance and Administration
Crisis Center, Inc.
101 N. Montgomery
Gary, Indiana 46403

mpruzin@crisiscentercenterysb.org

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. [Modified]

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement; (2) Exhibits prepared by the State; (3) Request for Application; (4) the Grant Application; and (5) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record.

The Contractor acknowledges that the State will not treat this Grant as containing confidential information and will post this Grant 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 Grant shall not be considered an act of the State.

21. Termination for Breach.

- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

- B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience.

Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel.

No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Federal and State Third-Party Contract Provisions. [Deleted]

25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. [Deleted]

26. Criminal and Background Checks. [Added]

To ensure Grantee remains in compliance with the Grant Agreement, Grantee shall be responsible for modifying its practices to comply with all applicable federal and state laws, administrative letters, 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 Grantee or any subcontractor or subcontractor's employee who performs any service or activity pursuant to this Grant Agreement ("Covered Personnel"). The Grantee shall be responsible for performing and ensuring Covered Personnel undergo all checks of local criminal records and backgrounds required by law, this Grant Agreement, Administrative Letter, and applicable DCS policies found at <https://www.in.gov/dcs/2354.htm> (or successor website) ("Required Checks"). Any person who might serve as a substitute for a Covered Personnel position, even in emergency circumstances, shall undergo the Required Checks for that position. All Required Checks must be completed and all outstanding issues resolved prior to the Covered Personnel commencing Grant Agreement related duties. The Grantee has an ongoing obligation to conduct Required Checks for employees, volunteers, interns, subcontractors, and subcontractor's employees who join the Grantee or subcontractor(s) after this Grant Agreement begins. Such persons may not provide any services that involve children or their records before the requisite checks have been completed and all outstanding issues resolved.
- 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 Grantee shall comply with the most current laws and DCS' policies. Upon written request, DCS will furnish the Grantee with information on updates and any changes in policy or procedure.

- C. The Grantee 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 Grantee submits this Grant Agreement for signature, and annually upon the anniversary of the effective date of this Grant Agreement, the Grantee 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 Grantee 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 Grantee 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 Grant Agreement. 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 Grantee 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 Grantee 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 Grantee requests a waiver of criminal history, DCS will inform the Grantee 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 Grant Agreement and the Grantee chooses to retain such employee or volunteer, that decision may be considered a material breach of this Grant Agreement.
- G. The Grantee 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 Grantee or by DCS. Any fees paid by DCS on behalf of the Grantee may be offset against any claim for payment submitted by the Grantee under this Grant Agreement.
- H. Upon request, DCS will assist the Grantee in clarifying the requirements of this Section.

27. 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 the *2022 SCM Template*) in any way except as follows:

- 2 Representations and Warranties of the Grantee -- modified;
- 3 Implementation of and Reporting on the Program; Documentation; Data Collection -- modified;
- 5 Grant Funding -- modified;
- 6 Payment of Claims -- modified;
- 19 Order of Precedence; Incorporation by Reference -- modified;
- 24 Federal and State Third-Party Contract Provisions -- deleted;
- 25 Provision Applicable to Grants with Tax-Funded State Educational Institutions -- deleted; and
- 26 Criminal and Background Checks -- added.

THE REST OF PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement 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 Grant, the Grantee 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 Grant Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Grant Agreement to the State of Indiana. I understand that my signing and submitting this Grant Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Grant Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Grant Agreement 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 Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

CRISIS CENTER, INC

By: Marion Collins
BAE74DDAEBA54A9...
 Marion Collins, Executive Director
 Name and Title, Printed:

Date: 12/8/2023 | 17:01 EST

Indiana Department of Child Services

By: Laron Nicholas Atwell - 00502
8A6BCB244857475...
 Chief of Staff
 Name and Title, Printed

Date: 12/11/2023 | 08:26 EST

Electronically Approved by:
 Indiana Department of Administration

By: (for) Rebecca Holwerda, Commissioner

Electronically Approved by:
 State Budget Agency

By: (for) Zachary Q. Jackson, Director

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

**Form approval has been granted by the
 Office of the Attorney General pursuant to
 IC 4-13-2-14.3(e) on October 23, 2023.
 FA 23-54**

This Contract was prepared by agency legal counsel Jane Kennedy on 09/25/23.

Exhibit A: Scope of Work

Crisis Center, Inc.

The purpose of this grant is to help support the development and stabilization of the workforce in organizations under contract with DCS to provide services to Indiana children and families. The child services workforce stabilization fund allows the Department of Child Services to provide grants to child services providers to support increased wages for direct-care staff.

With state appropriation in FY 2024, the Department of Child Services shall award grants to community-based providers, residential treatment services providers (as described in IC 31-27-3 and IC 31-27-5), and licensed child-placing agencies (as described in IC 31-27-6) located in Indiana for the purpose of improving direct-care staff recruitment and retention.

Grant funds will be used to fill vacant positions including a Shift Manager and Direct Care Staff. Bonuses will be given to direct care staff, as well as quarterly appreciation packages and training.

Exhibit B: Budget

Eligible expenses under this grant award include costs to fill vacant positions, hire more highly qualified staff, incentivize hiring and retention, and support existing staff.

Budget Summary

Vacant Positions to Fill	\$191,443.20
Existing Employee Adjustments	\$0.00
Bonuses & Incentives	\$56,750.00
Other Workforce Costs	\$11,806.80
Residential Care Subtotal	\$260,000.00

Breakdown by Service Type

Community & Home Based	\$0.00
Residential Care	\$260,000.00
Foster Care	\$0.00
Total Request	\$260,000.00

Exhibit C

Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

- 1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronic submission site is found at <https://gateway.ifonline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifonline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and-additional information can be obtained using the notforprofit@sboa.in.gov email address.
- 2) A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs
- 3) Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.