

MEMORANDUM OF UNDERSTANDING
NO. A93-1-97-FC00022460

This agreement ("agreement or MOU") is entered into by and between the **Indiana Department of Child Services ("DCS")** and the **Indiana Supreme Court-Division of State Court Administration ("SUPREME COURT")** and is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

I. PURPOSE and FUNDING

- A. The purpose of this MOU is to facilitate cross training and to expand short-term training, as provided for in the Fostering Connections to Success and Increasing Adoptions Act of 2008, Public Law 110-351 ("Act,"). This training, which may be provided to child abuse and neglect court personnel, including judges; attorneys for DCS and other attorneys who represent children or their parents; guardians ad litem and court appointed special advocates, will be to increase their ability to provide support and assistance to foster and adopted children and will facilitate proper and efficient administration of the title IV-E plan. Training sessions could be led by judges, attorneys or outside contractors.
- B. SUPREME COURT will pay for short-term training through state appropriations as allowed by the Act. ("eligible trainings.") DCS will seek federal reimbursement for IV-E eligible expenses in accordance with Federal law, including 474 (a) (3) (B) of the Social Security Act and 45CFR 1356.60.

II. TERM OF THE AGREEMENT

This agreement shall be effective for four years beginning July 1, 2010, and ending June 30, 2014.

III. PROVISIONS

- A. Parties agree to collaborate on selection of appropriate topics for eligible trainings and on any and all modifications to curricula to be implemented under this MOU. Planned training sessions for which the parties will seek reimbursement will address topics closely related to one of the examples of title IV-E administrative costs listed in 45 CFR 1356.60 (c) (1) and (2), as clarified in the U.S. Department of Health and Human Services-Administration for Children & Families' Child Welfare Policy Manual.

Topics for trainings may include (as specified in the Child Welfare Policy Manual):

- o Social work practice, such as family centered practice and social work methods including interviewing and assessment;
- o Cultural competency related to children and families;
- o Title IV-E policies and procedures;

- Child abuse and neglect issues, such as the impact of child abuse and neglect on a child, and general overview of the issues involved in child abuse and neglect investigations;
- Permanency planning including using kinship care as a resource for children involved with the child welfare system;
- General substance abuse, domestic violence, and mental health issues related to children and families in the child welfare system;
- Effects of separation, grief and loss, child development, and visitation;
- Communication skills required to work with children and families;
- Activities designed to preserve, strengthen, and reunify the family;
- Assessments to determine whether a situation requires a child's removal from the home;
- Ethics training associated with a title IV-E state plan requirement, such as the confidentiality requirements in section 471(a)(8) of the Act;
- Contract negotiation, monitoring or voucher processing related to the IV-E program;
- Adoption and Foster Care Analysis and Reporting system, Statewide Automated Child Welfare Information System or other child welfare automated system functionality that is closely related to allowable administrative activities in accordance with 45 CFR 1356.60(d);
- Independent living and the issues confronting adolescents preparing for independent living consistent with section 477(b)(3)(D) of the Act and the Child Welfare Policy Manual Section 3.1H, Q/A #1;
- Foster care candidate determinations and pre-placement activities directed toward reasonable efforts in 471(a)(15);
- Training on referrals to services

Parties acknowledge that DCS will need to update its IV-B plan ("Plan") to encompass all anticipated trainings and that SUPREME COURT must keep DCS apprised of any changes to curricula in time for the Plan to be modified prior to any training outside the Plan's scope. Curricula not represented in the IV-B plan will be ineligible for reimbursement.

- B. Parties acknowledge that DCS is the single state agency responsible for the administration of Indiana's Title IV-E and IV-B plans, I.C. 31-25-2-8, and that SUPREME COURT arranges and pays for training and support throughout Indiana, including training for guardians ad litem and court appointed special advocates.
- C. SUPREME COURT agrees to pay for eligible trainings with public funds. SUPREME COURT certifies that funds used shall not, to the extent limited by law, include federal funds or those used as match for other federal funds. SUPREME COURT agrees to prepare and submit to DCS, in a format acceptable to DCS, a claim to be filed for reimbursement, as allowed. Such claims shall be submitted on a quarterly basis within fifteen (15) days following completion of any quarter during which an eligible training took place.(reference CWPM 8.1H (12))

Once a claim has been received by DCS, it will be reviewed to determine whether the topic and trainees are eligible for IV-E reimbursement. An appropriate allocation methodology, as specified in DCS' Public Assistance Cost Allocation Plan (PACAP), will be determined and applied against eligible expenses. Costs allocated to title IV-E will be claimed at the appropriate FFP percentage for the type of cost and category of trainees.

D. DCS agrees to review and submit such quarterly claims and all required documentation to seek federal reimbursement at the maximum available rate for all expenses directly related to allowable activities.

E. Both parties agree to retain and have available for audit all records applicable to the trainings for which reimbursement may be sought. Such records may include:

- Paid Invoices
- Trainer(s) Time Sheets
- Trainer(s) Hourly Rate(s)
- Trainer(s) Travel Expense Forms
- Attendance List identified by Individual and Agency
- Description of course taught

Costs eligible for reimbursement may include:

- Curriculum Development
- Advertising/Promotion of short-term training sessions facilitated under this MOU, including mailings to eligible trainees specified in Section I. A.
- Meeting Space: room, parking, internet, Audio/Visual
- Speakers fee, travel, lodging, per diem and related reasonable expenses including books and training materials
- Other reasonable costs directly related to training including stationery/office supplies, printing, or postage
- Agency indirect overhead cost applicable to eligible training cost (indirect cost is only reimbursable at the IV-E Administration rate of 50%)

SUPREME COURT understands that DCS must audit such records prior to processing for reimbursement. DCS will calculate its costs with respect to the eligible trainings and submission of training expenses for reimbursement, including the audit. ("DCS' cost.") Depending on the level of effort required for such audit and processing, DCS' cost may vary between 0-10 percent of the claim amount.

F. After receipt of any federal reimbursement, DCS will retain DCS' cost and will forward the balance of the reimbursement to SUPREME COURT within forty-five (45) days of receipt. DCS is not responsible for and will not reimburse SUPREME COURT any funds related to disallowed costs. If any costs included in a claim are reimbursed and later disallowed in an audit, SUPREME COURT will repay to DCS for payment to the federal government the funds the Supreme Court has received through the disallowed claims

However, DCS may submit an appeal prepared by SUPREME COURT with respect to any such disallowed costs.

- G. Parties will jointly address any issues that arise with respect to the trainings and reimbursement, including documentation of costs and the attendees and their status, in order to qualify for and to maximize federal reimbursement. Parties will cooperate, communicate and promptly work to resolve any problems.
- H. SUPREME COURT acknowledges and agrees that federal funds provided through this agreement shall not be used to supplant existing federal or non-federal funds used for activities similar to the activities authorized under this agreement.
- I. If any provision of any other document submitted by SUPREME COURT to DCS conflicts with provisions of this agreement, the provisions set forth herein shall control.
- J. This agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one binding instrument once each party has signed one or more of the counterparts.

IV. MODIFICATION

- A. This agreement may be amended by mutual consent. Any such amendment shall be by written agreement of the parties executed with the same formality as this original agreement.
- B. No waiver of any provision hereunder shall operate as an amendment or bind a party to future waiver of the same unless incorporated in an amendment pursuant to IV. A. above.
- C. This MOU may be rendered null and void, in whole or in part, by changes in federal or state law or if funding and appropriations prevent any party from fulfilling its terms. In such an event, each party agrees to notify the other as soon as possible.

V. TERMINATION

- A. If either party has failed to comply with the terms of this agreement, the other party may, upon written notice to the other delivered within a reasonable time prior to any scheduled training, terminate this agreement. The termination notice shall state the reason(s) therefor. In the event of termination, the parties shall, by subsequent agreement, provide for the transfer and administration of the services or programs described herein.
- B. If 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 agreement, the agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

C. If this agreement is terminated for any reason, the parties will proceed and account for funds as if this agreement had expired on its own terms. Parties shall, within sixty (60) days of such termination and receipt of any reply/reimbursement for expenses incurred, reconcile responsibility. DCS' acceptance of any such amount shall not constitute a waiver of any claim that DCS may otherwise have arising out of this agreement.

IV. NOTICE TO PARTIES

Whenever any notice, statement, or other communication shall be sent to the Director of DCS or the Director of SUPREME COURT regarding this MOU, it shall be sent to the following addresses, unless otherwise advised:

Notice to DCS:

Jeff M. Lozer, General Counsel
302 W. Washington Street, Room E-306
Indianapolis, IN 46204; and

Notice to SUPREME COURT:

Lilia G. Judson, Director
Office of SUPREME COURT-Indiana Supreme Court
Division of State Court Administration
30 South Meridian Street, Suite 500
Indianapolis, IN 46204

NON-COLLUSION AND ACCEPTANCE

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

SIGNATURES

In witness whereof, DCS and SUPREME COURT have, through duly authorized representatives, entered into this agreement. The parties have read and understand the foregoing terms of the agreement and do, by their respective signatures dated below, hereby agree to the terms thereof.

FOR THE INDIANA DEPARTMENT OF CHILD SERVICES

James W. Payne, Director

Signature James W. Payne Date 2/4/11

**FOR THE INDIANA SUPREME COURT DIVISION OF STATE COURT
ADMINISTRATION**

Randall T. Shepard, Chief Justice, Indiana Supreme Court

Signature Randall T. Shepard Date 1-29-11

FOR THE INDIANA STATE BUDGET AGENCY

Adam M. Horst, Director

Signature A.M.H. for Date 2/23/2011



ATTACHMENT DOCUMENT DETAIL

Attachment: A
Agreement Term: 07/01/2010-06/30/2014
Agreement #: 97-11-FC-00022460
97-11-FC-00022460

Vendor Information:

Legal Name: INDIANA SUPREME COURT
DBA:
Mailing Address: 30 S MERIDIAN ST STE 500, INDIANAPOLIS,IN-46204
Contact's Name: Dunn, Leslie
Email ID: lrogers@courts.state.in.us
Telephone Number: 8005420813
Fax Number: 3172336586
Director's Name: Dunn, Leslie
Email ID: lrogers@courts.state.in.us
Telephone Number: 8005420813
Fax Number: 3172336586
DCS Contract Contact: Candace Harris
Phone Number: 317-234-6890
FID/SSN: XX-0058224
Change Number: ORIG

Financial Information:

Table with 4 columns: Claim Prog ID, Service Code-Service Description, Effective Dates, Award Amount. Contains 4 rows of financial data for Foster Care Services.

Total Amount: \$150000.00



ATTACHMENT DOCUMENT DETAIL

Attachment: A
Agreement Term: 07/01/2010-06/30/2014
Agreement #: 97-11-FC-00022460
97-11-FC-00022460

Claim Program ID: 94-11-CW-00216303-03
Program Total: \$30000.00
Fund Description: Child Welfare Training
Account Number: 6000162100
Effective Dates: 07/01/2010-06/30/2011

Region/County: Statewide
CFDA Number:
Federal Year:
State Year:
Close Out Date: 08/29/2011

Nmt Present: %
Match Present: %

Nmt Amount:
Match Amount:

Service Information: 0503-FOSTER CARE SERVICES
Service Eff Date: 07/01/2010-06/30/2011

Table with 6 columns: Code, Component Description, Component Dates, Units, Rate, Amount. Row 1: .8182, Training, 07/01/2010-06/30/2011, ACTUAL COST, 1.0000, \$0.00. Service Total: \$30000.00

Special Conditions:



ATTACHMENT DOCUMENT DETAIL

Attachment: A
Agreement Term: 07/01/2010-06/30/2014
Agreement #: 97-11-FC-00022460
97-11-FC-00022460

Claim Program ID: 94-11-CW-00216303-04
Program Total: \$40000.00
Fund Description: Child Welfare Training
Account Number: 6000162100
Effective Dates: 07/01/2011-06/30/2012

Region/County: Statewide
CFDA Number:
Federal Year:
State Year:
Close Out Date: 08/29/2012

Nmt Present: %
Match Present: %

Nmt Amount:
Match Amount:

Service Information: 0503-FOSTER CARE SERVICES
Service Eff Date: 07/01/2011-06/30/2012

Code	Component Description	Component Dates	Units	Rate	Amount
.8182	Training	07/01/2011-06/30/2012	ACTUAL COST	1.0000	\$0.00

Service Total: \$40000.00

Special Conditions:



ATTACHMENT DOCUMENT DETAIL

Attachment: A
Agreement Term: 07/01/2010-06/30/2014
Agreement #: 97-11-FC-00022460
97-11-FC-00022460

Claim Program ID: 94-11-CW-00216303-05 Region/County: Statewide
Program Total: \$40000.00 CFDA Number:
Fund Description: Child Welfare Training Federal Year:
Account Number: 6000162100 State Year:
Effective Dates: 07/01/2012-06/30/2013 Close Out Date: 08/29/2013

Nmt Present: % Nmt Amount:
Match Present: % Match Amount:

Service Information: 0603-FOSTER CARE SERVICES
Service Eff Date: 07/01/2012-06/30/2013

Code	Component Description	Component Dates	Units	Rate	Amount
.8182	Training	07/01/2012-06/30/2013	ACTUAL COST	1.0000	\$0.00

Service Total: \$40000.00

Special Conditions:



ATTACHMENT DOCUMENT DETAIL

Attachment: A
Agreement Term: 07/01/2010-06/30/2014
Agreement #: 97-11-FC-00022460
97-11-FC-00022460

Claim Program ID: 94-11-CW-00216303-06
Program Total: \$40000.00
Fund Description: Child Welfare Training
Account Number: 6000162100
Effective Dates: 07/01/2013-06/30/2014

Region/County: Statewide
CFDA Number:
Federal Year:
State Year:
Close Out Date: 08/29/2014

Nmt Precent: %
Match Precent: %

Nmt Amount:
Match Amount:

Service Information: 0503-FOSTER CARE SERVICES
Service Eff Date: 07/01/2013-06/30/2014

Code	Component Description	Component Dates	Units	Rate	Amount
.8182	Training	07/01/2013-06/30/2014	ACTUAL COST	1.0000	\$0.00

Service Total:

\$40000.00

Special Conditions:

