



HOME MODIFICATION CONTRACT

AGREEMENT NUMBER 08-2123-

This **HOME MODIFICATION CONTRACT** (this “**Contract**”), executed on the date(s) set forth herein and effective from **July 1st, 2021 through June 30, 2023**, is by and between CICOA Aging & In-Home Solutions, Inc. (“**CICOA**”), and [] (“**Contractor**”) for the remodel, repair or other improvement to a residential structure (the “**Modifications**”), on real estate located at the address set forth on the vendor authorization form (the “**Notice of Action**”) that is incorporated herein by reference (the “**Real Estate**”) that is owned by the property owner identified on the Notice of Action (“**Property Owner**”) on the following terms:

RECITALS

A. CICOA entered, or will enter into one or more Grant Agreements with Indiana Family and Social Services Administration, Division of Aging (the “**State**”), providing for the State’s granting of funding to CICOA from federal and state sources in return for CICOA’s provision and/or arrangement of certain services for eligible individuals pursuant to Title III of the Older American’s Act, Title VII of the Older American’s Act, Nutrition Services Incentive Program, Social Services Block Grant (beginning annually on October 1), Community and Home Options to Institutional Care for the Elderly and Disabled (CHOICE) Program, Older Hoosiers, Pre-Admission Screening/Resident Review and TANF Family Caregiver Program (beginning annually on July 1) (such contract for CICOA to provide or arrange to provide the services, including any amendments and future agreement between the State and CICOA that replaces and/or supersedes such contract, the “**State Contract**”). The various requirements of the State Contract with respect to Contractor’s performance of the Modifications are incorporated herein, by reference. CICOA shall maintain a copy of the State Contract at its business office and agrees to make it available for review by Contractor during CICOA’s regular business hours.

B. Contractor hereby represents that it is qualified, experienced and regularly engaged in the business of performing the type of Modifications that are the subject of this Contract, and that it has all necessary licenses and bonds that are required by any applicable law, ordinance, code, regulation or other legal authority. Contractor also stipulates and represents that it has reviewed the State Contract, or has been provided with an opportunity to review the State Contract, prior to the execution of this Contract.

C. CICOA desires to engage Contractor to provide and perform the Modifications for individuals in accordance with the applicable laws described herein, and in furtherance of the

services provided by CICOA pursuant to the State Contract, and Contractor desires to accept this engagement, all in accordance with the terms and conditions set forth in this Contract, including, but not limited, to the terms and conditions of the State Contract.

AGREEMENT

I. Scope of Work. Contractor agrees to perform the Modifications according to the drawings and specifications that are included in Contractor's bid and incorporated herein by reference and as modified from time to time per mutual agreement between Contractor and CICOA (the "**Work**"). The Work comprises the completed construction of the Modifications and includes all labor necessary to produce such construction and all materials and equipment incorporated or to be incorporated in the Modifications, unless otherwise provided for herein.

II. Contract Documents. The "**Contract Documents**" provide a detailed description of the Work and consist of this Contract (including all Exhibits referenced herein), other documents incorporated by reference in this Contract, including the State Contract, the Contractor's bid and the Notice of Action for a particular project and any Change Orders (defined below). The Contract Documents form the entire and integrated agreement between CICOA and Contractor and supersede all prior negotiations, representations or agreements, either written or oral. This Contract may be amended or modified only by the written agreement of the parties hereto (including Change Orders).

III. Performance of the Work. Contractor shall supervise and direct the Work and have control over construction means, methods, techniques, sequences and procedures. Unless otherwise provided, Contractor shall provide and pay for all labor, materials, supplies, tools, equipment, machinery and transportation. Contractor shall use due care when entering upon the Real Estate upon which the Work and Modifications are situated. Contractor shall regularly consult CICOA in selection of subcontractors, methods, materials and other aspects of the Work. Contractor shall present bids and quotes to CICOA prior to engaging any subcontractors, and CICOA shall have the option to reject any proposed subcontractor in CICOA's discretion. Contractor shall give CICOA at least fourteen (14) days' notice in advance of dates when selections must be made to facilitate a timely performance of the Work.

Contractor, at its expense, shall obtain the necessary permits from the proper governmental authorities for the Work and shall comply with all laws, ordinances, building codes, rules, regulations and orders of any public authority.

IV. Dates of Work and Delays. Contractor shall commence the Work within fourteen (14) calendar days of the execution of the Notice of Action and Substantially Complete the Work within one hundred eighty (180) calendar days of the commencement of work, subject to any adjustments mutually agreed by the parties hereto as provided herein (the "**Contract Time**"). The Work shall be deemed "**Substantially Complete**" (defined below) at the point at which the Work is sufficiently complete and constructed in accordance with the Contract Documents so that the Modifications can be occupied and utilized by the Property Owner, which in no event shall be prior to the issuance of any required certificate of occupancy by the appropriate building inspectors.

If the progress of the Work is delayed as a result of adverse weather conditions not reasonably anticipated, shortages of material or labor, delays in transportation, strikes, failure of CICOA to timely make decisions and selections as and when required during the course of the Work, casualty, changes in the Work initiated by any Change Order as hereinafter provided, concealed or unusual conditions encountered on the site and not reasonably anticipated, or any other causes or occurrences beyond Contractor's reasonable control (hereinafter referred to collectively as "**Excusable Delays**"), the Contract Time shall be extended and the anticipated date the Work will be deemed Substantially Complete shall be extended by the cumulative amount of time of all such Excusable Delays mutually agreed to by the parties hereto. Contractor shall inform CICOA of the extended Contract Time resulting from any such Excusable Delays. The extension of time for the anticipated date the Work is to be deemed Substantially Complete shall constitute Contractor's sole remedy with respect to such Excusable Delays and in no event shall Contractor be entitled to any increased compensation or monetary damages as a result of such Excusable Delays and an extension of time for the Work to be Substantially Complete.

V. Right of Inspection. CICOA's agents and representatives shall have an unrestricted right to make visits to the Real Estate for purposes of inspecting Contractor's Work pursuant to this Contract. CICOA shall have the right, but not the obligation, to bring any defects in Contractor's Work to Contractor's attention for purposes of having the Work corrected.

VI. Contract Sum. The "**Contract Sum**" for the Work to be performed under this Contract shall be set forth on the Notice of Action, which shall be deemed incorporated herein by reference, subject to any additions and deletions as may be provided by the Contract Documents. Payment of the Contract Sum shall be made in accordance with Section VII below.

VII. Payment. All payments made by or on behalf of CICOA to Contractor shall be credited against the Contract Sum. Subject to the terms and conditions of this Contract, CICOA shall make payment to Contractor for Work performed by Contractor, in accordance with CICOA policies and procedures, as may be amended from time to time by CICOA ("**CICOA Policies**"), provided that:

- i. Contractor shall submit all claims for payment to CICOA on a properly completed claim form. Claim forms to be used by Contractor hereunder shall be subject to prior written approval by CICOA as to form and substance.
- ii. Claims for payment must be received by CICOA no later than the third (3rd) business day of the month immediately following the month during which the CICOA sign-off on inspection of Work was completed, or CICOA may elect to deny payment. CICOA has the discretion, and reserves the right, to not pay any claim received after the third (3rd) business day of the month immediately following the month in which the CICOA sign-off on inspection of Work was completed, or that is not otherwise submitted in accordance with this Section or the other terms and conditions of this Contract.
- iii. In the event that a claim paid by CICOA is disputed by Contractor, Contractor must provide written notice of such dispute to CICOA, and the parties hereto must resolve such dispute within FORTY-FIVE (45) calendar days following the end of

the month in which the Work was completed. If the parties hereto are unable to resolve such dispute within the foregoing time period, CICOA has the discretion, and reserves the right, to NOT pay such disputed claim. All final claims and reports must be submitted to CICOA within FORTY-FIVE (45) calendar days after the expiration or termination of this Contract.

- iv. Under no circumstance will any Contractor's request for claim adjustments (or review of a disputed claim) received after the end of a CICOA fiscal year (June 30th) pertaining to Work rendered during such fiscal year be considered for payment by CICOA after August 14th of the current calendar year.

In addition, CICOA shall be entitled to withhold payment on a claim for payment to protect CICOA from actual or potential loss for which Contractor is responsible because of:

- A. defective Work not remedied;
- B. Work not performed or overstatement of percentage of completion;
- C. third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to CICOA is provided by Contractor;
- D. failure of Contractor to make payments properly to subcontractors, the design professionals or other consultants for Work or services provided;
- E. damage to CICOA or the Property Owner; or
- F. persistent failure to carry out the Work in accordance with the Contract Documents.

CICOA will promptly notify Contractor in writing as to any amounts withheld for payment on the grounds set forth above and shall pay all amounts not in dispute. When the above reasons for withholding payment are removed, payment will be made for payments previously withheld.

Upon receipt of payment from CICOA, Contractor shall pay all subcontractors, material suppliers and other parties covered by such claim for payment in each instance. Contractor shall indemnify and hold harmless CICOA from all claims, liens, expenses and damages, including reasonable attorneys' fees, arising out of payment disputes asserted by or on behalf of Contractor's employees, subcontractors, sub-subcontractors, material suppliers, agents or other persons or entities for whom Contractor is directly or indirectly responsible.

CICOA's payment for the Work under this Contract is subject to and conditioned upon both the Property Owner's approval and the availability of funds received by CICOA pursuant to the State Contract or other funding source. If CICOA's funding is reduced during the term of this Contract, for any reason, CICOA shall be under no obligation to make payment hereunder to Contractor, except to the extent that funds for the Work are available to CICOA. Under no circumstances will CICOA authorize Work with the knowledge that funds are not available for full payment to Contractor.

VIII. Warranties. In addition to any warranties implied by law or expressed in the Contract Documents, Contractor warrants to CICOA and the Property Owner that materials and equipment furnished pursuant to this Contract will be of good quality and new, unless otherwise required or permitted by the Contract Documents, the Work will be performed in a good and workmanlike manner and will be free from faults or defects not inherent in the quality required or permitted, and the Work will conform to the drawings, specifications and other Contract Documents. With respect to fixtures, equipment, appliances and other manufactured items, Contractor shall assign to the Property Owner the warranties as provided by the manufacturers of such items upon the Work being Substantially Complete. Furthermore, if within one (1) year after the date of completion of the Work, any of the Work is found not to be in accordance with the Contract Documents, Contractor shall correct it within a reasonable period after receipt of notice from CICOA or the Property Owner to do so, unless the Property Owner has previously given Contractor a written acceptance of such condition.

IX. Changes. A “Change Order” is a written order signed by CICOA, the Property Owner and Contractor authorizing any change in the Work. CICOA may order changes within the general scope of the Work, in which event the Contract Sum shall be adjusted accordingly. Such changes shall be performed under applicable conditions of the Contract Documents. Unless otherwise agreed, the cost of changes or additional Work shall be determined on the basis of the costs of those performing the changes or additional Work.

X. Indemnity. To the fullest extent permitted by law, Contractor shall defend (at CICOA’s election), indemnify, and hold harmless CICOA and its directors, officers, employees, agents, officials, other representatives, heirs, successors and assigns, and Property Owner, from and against any and all claims, liabilities, demands, damages, losses, costs, lost profits, fines, penalties and expenses, (including reasonable attorneys’ fees), arising out of or relating to (a) performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, and (b) by reason of Contractor’s breach of any (1) term of this Contract, or (B) representation, warranty or certification of Contractor set forth in this Contract.

XI. Termination and Default.

A. CICOA Default. If the Work is stopped or delayed for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, and due to the fault or negligence of CICOA or as a result of an act or omission within CICOA’s sole control, or CICOA fails to make payment when due, or CICOA commits a material breach of any of its responsibilities or obligations under this Contract, then Contractor may, upon fourteen (14) days’ written notice to CICOA, terminate this Contract and recover from CICOA payment for all Work actually performed, any unpaid costs of the Work that Contractor may have incurred, including that portion of

the profit that relates to the Work actually performed, unless CICOA cures its breach or default within said fourteen (14) day period.

B. Contractor Default.

1. CICOA may terminate this Contract if Contractor:

- a. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- b. fails to make payment to subcontractors or suppliers for materials or labor in accordance with the respective agreements between Contractor and the subcontractors or suppliers;
- c. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- d. otherwise is guilty of material breach of any provision of the Contract Documents.

2. When any of the above reasons exist, CICOA, upon good faith representation to Contractor that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of CICOA and after giving Contractor seven (7) days' written notice, terminate this Contract and may:

- a. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor;
- b. accept assignment of subcontracts; and
- c. finish the Work by whatever reasonable method CICOA may deem expedient. Upon request of Contractor, CICOA shall furnish to Contractor a detailed accounting of the costs incurred by CICOA in finishing the Work.

3. CICOA may also terminate this Contract without cause and for its convenience. In the event that CICOA terminates Contract without cause, Contractor will be entitled to recover from CICOA payment for all Work actually performed and any unpaid costs of the Work that Contractor may have incurred, including that portion of the profit that relates to the Work actually performed.

C. Obligations Following Termination. Upon termination of this Contract for any reason, or upon the expiration of its term, Contractor shall, at the request of CICOA, surrender and promptly deliver to CICOA (1) any and all documents and records that may be in Contractor's (or a subcontractor's, if any) possession or control relating to this Contract (including, without limitation, documents received from CICOA, documents/records

prepared or received by Contractor (or its subcontractors, if any) as a result of performance of this Contract, information relating to the Real Estate, reports, and any other documents containing Confidential Information (as defined in Section XVII below)) and (ii) any and all property purchased by Contractor (or its subcontractors, if any) with funds received from CICOA under this Contract. CICOA may require the transfer of records or property to its own offices or to a designated successor. CICOA shall provide a full and detailed accounting of any records taken from Contractor and shall make any records available to Contractor as necessary for subsequent audit by CICOA or any government agency. CICOA and Contractor may negotiate an amount of compensation related to Contractor's expenses for any period of closeout.

XII. Insurance. Contractor shall purchase and maintain insurance for claims set forth below which may arise out of or result from operations under this Contract: (a) claims under workers' compensation and other similar employee benefit laws which are applicable to the Work; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees or employees of any subcontractors under applicable employer's liability law; (c) claims for damages covered by usual personal injury liability coverage which are sustained by a person as a result of an act directly or indirectly related to employment of such person by Contractor or Contractor's subcontractors; (d) claims for damages, other than to the Work at the site, because of injury or destruction of tangible property, including loss of use; and (e) claims for damages for bodily injury or death or property damage arising out of the ownership, maintenance or use of a motor vehicle or other equipment. Contractor shall also purchase and maintain completed operations products and other liability insurance upon the Work at the site. Certificates of insurance showing such coverages to be in force shall be delivered by Contractor to CICOA prior to commencement of the services and Work to be provided under this Contract. The certificate or certificates of insurance shall provide that the coverages may not be cancelled, non-renewed or reduced without thirty (30) days prior written notice to CICOA. Contractor shall furnish CICOA complete and certified copies of all policies required by this Contract if so requested by CICOA. CICOA shall be added as an additional insured to all certificates of insurance for all insurance coverages required under this Section XII.

XIII. Compliance With Laws. Contractor specifically acknowledges, and shall comply with, all applicable laws, rules, regulations, ordinances and any amendments thereto, in performing its obligations under this Contract, including, but not limited to, all federal, state and local laws, rules, regulations and ordinances pertaining to (1) the performance of the Work hereunder, and (2) the labor standards, wages, hours and conditions of employment. Contractor shall also comply with all statements, assurances and provisions set forth in any proposal, program narrative, plan, budget, or other document submitted by Contractor and approved by CICOA for purposes of entering into this Contract. Contractor shall require its subcontractors (if any) to also comply with all of the terms, conditions and requirements set forth herein. Contractor shall also fully cooperate with and assist, and require its subcontractors (if any) to fully cooperate with and assist CICOA in fulfilling all of CICOA's responsibilities, obligations and duties under the State Contract. Further, Contractor understands and agrees that, should any term or condition set forth under this Contract as it relates to the duties and obligations of Contractor or the Work to be provided by Contractor conflict with any term, condition or requirement of the State Contract, the terms and conditions of the State Contract shall control. Any provision required by law or the State Contract to be in this

Contract, which is not included herein, shall be deemed included, as if set forth in full herein. Contractor and CICOA shall amend this Contract to expressly include such provision within a reasonable time after the omission or change in law is discovered.

XIV. Drug-Free Work Place.

- a. Contractor hereby covenants and agrees to provide and maintain, during the term of this Contract, a drug-free work place. Contractor agrees to give written notice to CICOA, within five (5) days after receiving actual notice, that Contractor or an employee of Contractor has been convicted of a criminal drug violation occurring in Contractor's work place.
- b. If the total amount of funding provided to Contractor under this Contract exceeds \$25,000, Contractor acknowledges that this Contract is expressly subject to the terms, conditions and representations contained in the "Drug-Free Workplace Certification" executed by Contractor in conjunction with this Contract and which is attached hereto as **Exhibit A**.
- c. It is further expressly agreed that should Contractor fail to comply with the terms of Section XIV(a) above, or should Contractor falsify or otherwise violate the terms of the certification referenced in Section XIV(b) above, such actions shall constitute a material breach of this Contract, and shall entitle CICOA to impose sanctions against Contractor, including, but not limited to, suspension of payments under this Contract and/or termination of this Contract, and/or debarment of Contractor from doing business with CICOA for a period of up to three (3) years.

XV. Non-Discrimination.

- a. Pursuant to the Indiana Civil Rights Laws specifically including IC 22-9-1-10, and in keeping with the purposes of the Federal Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Contractor (and its subcontractors (if any)) covenants that it shall not discriminate against any employee or applicant for 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**").
- b. Contractor and its subcontractors (if any) shall comply with all applicable federal, state, and local laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of the Work.
- c. The parties hereto agree that any publicity release or other public reference, including media releases, informational pamphlets, etc., relative to the Work performed under this Contract, will clearly state that all Work is performed without regard to race, color,

national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law.

XVI. Compliance Americans With Disabilities Act of 1990. Contractor agrees and represents that all Work performed pursuant to this Contract shall comply in all respects with the Americans with Disabilities Act of 1990 (Pub. L.101-336) as amended, and all requirements imposed by or pursuant to the regulations of the Department of Justice (28 C.F.R. 35.101 et seq.). Any violation of the Americans with Disabilities Act of 1990, in either the design or the performance of the Work, shall be deemed a material breach of this Contract.

XVII. Audits, Records, Reports and Inspections.

- a. Contractor shall maintain books, records and documents (including, but not limited to, payroll records, banking records, accounting records, Work or other service delivery records/documents, Change Orders, and purchase orders) which are sufficient to document all of Contractor's Work regarding the Modifications, financial activities and claims for payment under this Contract, all in accordance with applicable law and CICOA Policies. Contractor shall also establish, maintain and provide to CICOA such other statistical and program reports as required by CICOA Policies and the laws, regulations and policies of the State of Indiana and the United States Government.
- b. Contractor shall, upon request, promptly submit and deliver to CICOA any books, records, documents and reports required to be maintained by Contractor pursuant to Section XVII(a) above or this Contract. The parties hereto agree that prompt compliance by Contractor with a request by CICOA to submit any of the items referenced in the immediately preceding sentence is essential to this Contract. In the event of Contractor's failure to comply with any such request in a prompt manner, CICOA shall have the right to immediately suspend payments hereunder or terminate this Contract by providing written notice of termination to Contractor.

XVIII. Confidentiality.

- a. In connection with the performance of this Contract, Contractor may receive oral and written information in confidence relating to CICOA which information is or is deemed to be confidential (the "**Confidential Information**") and the sole and exclusive property of CICOA. For purposes of this Contract, "Confidential Information" shall include, but not be limited to, files/information relating to the Real Estate or Property Owner, data, reports prepared by Contractor, business and financial information, protocols, practice methods, marketing information, contracts, trade secrets (as that term is defined under the Indiana Trade Secrets Act, Ind. Code Sections 24-2-3-1 et seq.), any information that possesses independent economic value to CICOA, and any other information, documents and/or records regarding the affairs and operations of CICOA.
- b. Contractor shall maintain, hold in trust and safeguard the Confidential Information in accordance with applicable law, and shall not, during or after the term of this Contract, (i) use the Confidential Information to the detriment of CICOA or for any purposes

other than the performance of Contractor's obligations hereunder, or (ii) disclose the Confidential Information to any other firm, person, corporation, association, or entity for any reason or purpose whatsoever without, in each instance, the prior written consent of CICOA.

XIX. Compliance with Certain Laws.

A. Political Activity. Contractor warrants that the drawings and specifications for the Work are Contractor certifies that funding received from CICOA pursuant to this Contract shall not be used to further any type of political or voter activity. Contractor agrees to comply, and require its subcontractors to comply, with applicable provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), as may be amended, and any other applicable law which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

B. Lobbying Activities. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, all as may be amended, Contractor hereby assures and certifies, pursuant to **Exhibit B**, that no federally appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person 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. 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, Contractor shall complete and submit "Standard Form-LLL, Disclosure Form to Report Lobbying." If Contractor is required to submit "Standard Form-LLL," the form and instructions for preparation may be obtained from the State of Indiana.

C. State Compliance Requirements. CICOA and Contractor acknowledge that, pursuant to the State Contract, CICOA is required to comply, and require its subcontractors to comply, with the laws, regulations and requirements set forth in **Exhibit C** (the "**State Compliance Requirements**"). In furtherance thereof, Contractor agrees to comply, and require its subcontractors (if any) to comply, with the State Compliance Requirements to the same extent that CICOA is required to comply with such requirements in connection with any payment received under this Contract for performing the Work.

D. Conflicts of Interest. The parties hereto agree that all conflict of interest requirements set forth in the State Contract and as required by applicable law are applicable to this Contract. In addition, no employee, agent or representative of Contractor who may be in a position to participate in the decision making process of Contractor may derive a personal or financial interest or benefit from any activity funded through this Contract, either for himself or for those with whom he has family or business ties, during the term of this

Contractand for one (1) year thereafter. The Contractor, its agents and subcontractors (if any) shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 *et seq.*, Indiana Code § 4-2-7, *et. seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If Contractor is not familiar with these ethical requirements, Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If Contractor, its agents or subcontractors violate any applicable ethical standards, CICOA may, in its sole discretion, immediately terminate this Contract by providing written notice of termination to Contractor. In addition, Contractor may be subject to penalties under applicable law.

XX. Diversity Scorecard. At CICOA, diversity, equity and inclusion is a top priority. It is important for CICOA to offer the same opportunities to all people regardless of race, gender or sexual orientation. Accordingly, CICOA encourages all its suppliers and contractors to use their best efforts to achieve a high level of visible diversity in all levels of their respective organizations. To facilitate CICOA’s ongoing evaluation of its contractors, Contractor shall submit a diversity scorecard, in the form attached hereto as **Exhibit D**, by January 31 of each year that this Agreement is in effect (regardless of the effective date of this Contract).

XXI. Miscellaneous.

A. Sufficiency. Contractor warrants that the drawings and specifications for the Work are sufficiently prepared for their intended purpose and that, when carried out, they will ensure the construction of good and substantial Modifications.

B. Governing Law; Severability. This Contract shall be governed by the laws of the State of Indiana without regard to any conflicts of law provisions. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.

C. Notices. Any notice, election or other communication permitted or required hereunder shall be effective when put in writing and delivered (a) personally; (b) via facsimile or secured encrypted email; or (c) three days after deposited in the United States mail, prepaid, certified or registered, as follows:

If to Contractor: _____

Telephone Number: _____
Fax Number: _____
Email: _____

If to CICOA: CICOA Aging & In-Home Solutions
Attn: Tauhric Brown, CEO & President
8440 Woodfield Crossing Blvd Ste 175
Indianapolis, IN 46240-4359
Telephone Number: (317) 803-6010
Fax Number: _____
Email: tbrown@cicoa.org

Any party hereto may change the notice address specified above by giving reasonable advanced written notice of same to the other party.

D. Further Action. The parties hereto shall execute and deliver all documents, provide all information and take, or forbear from, all such actions as may be necessary or appropriate to achieve the purposes of this Contract.

E. Other Documents. Other documents forming a part of this Contract and hereby incorporated by reference are:

All Exhibits attached hereto and any other documents incorporated by reference in this Contract;
The State Contract (as defined herein);
Notices of Actions; and
Contractor's bid documents, including all drawings and specifications and any Change Orders.

F. Entire Agreement. This Contract (including all Exhibits referenced herein and any other documents incorporated by reference in this Contract) represents and contains the entire agreement between the parties hereto.

G. No Assignment by Contractor. Contractor shall not assign this Contract in whole or in part without the written consent of CICOA.

H. Dispute Resolution; Complaints. Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to litigation. Any suit must be brought in the courts located in Marion County, Indiana. In resolving a complaint between CICOA and Contractor, or a complaint by Property Owner, CICOA and Contractor shall comply with applicable laws and regulations, and the procedures outlined in the CICOA Client & Applicant Appeals Process set forth in **Exhibit E**, as may be amended from time to time by CICOA. The parties hereto agree to promptly address complaints and appeals and to cooperate fully with the processing of any complaint.

I. Protection of Persons and Property. Contractor shall be responsible for maintaining all reasonable safety precautions in connection with the Work as required by law.

J. Incorporation of Recitals. The Recitals set forth at the beginning of this Contract are incorporated herein by this reference, are made a part of this Contract, and shall have the full force and effect of any other provision of this Contract.

**CICOA AGING & IN-HOME
SOLUTIONS, INC.**

“CONTRACTOR”

Signed: _____

Signed: _____

Title: **CEO &
President** _____

Title: _____

Printed Name: Tauhric Brown _____

Printed Name: _____

Date: _____

Business Address: _____

Date: _____

EXHIBIT A

STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Executive Order No. 90-5, April 12, 1990, issued by Governor Evan Bayh, the Indiana Department of Administration requires the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by Contractor or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

Contractor/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 employees 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; and

(b) Establishing a drug-free awareness program to inform employees about (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 employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(d) Notifying in writing the contracting State Agency and the Indiana Department of Administration 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) 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.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Printed Name of Organization Contract/Grant ID Number

Signature of Authorized Representative Date

Printed name and Title

EXHIBIT B

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence, 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, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was or will be placed when entering into any transactions with Contractor. Submission of this certification is a prerequisite for making or entering into any transactions as imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT C

STATE COMPLIANCE REQUIREMENTS

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance under this Grant.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to that end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance under this Grant.
3. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to that end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance under this Grant.
4. The Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Justice (28 C.F.R. 35.101 et seq.), to the end that in accordance with the Act and Regulation, no person in the United States with a disability shall, on the basis of the disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance under this Grant.
5. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683 and 1685-1686), and all requirements imposed by or pursuant to regulation, to the end that, in accordance with the Amendments, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance under this Grant.

EXHIBIT D

DIVERSITY SCORECARD

1. Please provide the demographics of your agency’s Board of Directors or equivalent governing body.

Percentage of Females	
Percentage of Minorities	
Percentage of Disabled ¹	
Percentage of LGBTQ	

2. Please provide the demographics of your workforce at the top management level (C-Suite and direct reports).

Percentage of Females	
Percentage of Minorities	
Percentage of Disabled	
Percentage of LGBTQ	

3. Please provide the demographics for the rest of the workforce (*i.e.*, excluding the leadership level of the agency).

Percentage of Females	
Percentage of Minorities	
Percentage of Disabled	
Percentage of LGBTQ	

4. Supplier Diversity

- a. Does your agency have a supplier diversity program? Yes / No
b. If yes, please provide the percentage of your agency’s supplier expenditure for the most recent fiscal year with the following categories of suppliers.

Percentage of expenditure with Women-Owned Business	
Percentage of expenditure with Minority-Owned Business	
Percentage of expenditure with Disabled-Owned Business	
Percentage of expenditure with Veteran-Owned Business	

¹ Including visually and hearing impaired

6. Describe some specific strategies/tactics your agency has implemented, or is planning to implement, to enhance DEI in your organization:

EXHIBIT E

Appeals Process for “Non-Waiver” Funded Client Services: CHOICE, Title 3 & SSBG

As an individual who is applying for or receiving In-Home Services we hope that you are pleased with the decisions being made regarding those services. However, you have the right to disagree with the decisions made about your care. These decisions would include being found ineligible for services, having services denied to you, having services discontinued, or having services provided which you feel are not in your best interest.

Appeals Process

In the case of applicants or participants who lack the capacity to make a knowing and informed decision regarding their own care, their representative may appear on their behalf throughout the appeals process.

Step 1: Informal Review with the Care Manager and Care Manager Supervisor

Any questions, concerns, or problems regarding services must first be discussed with the care manager and the care manager’s supervisor. This informal meeting may take place either at the agency or at the applicant’s or participant’s home. The applicant or participant may be accompanied by an advocate. Within 5 business days of the date of the informal review, the care manager supervisor must inform the applicant or participant in writing of the decision reached on the issues raised at the meeting. The care manager supervisor must also inform the applicant or participant that he/she may appeal the decision, in writing only, within 18 calendar days of the date of the care manager supervisor’s decision.

Step 2: Agency Review

The agency review process begins when an applicant or participant requests a review of the care manager supervisor’s decision by the executive director of the agency or the director’s designee. The request must be made in writing to the AAA within 18 calendar days of the date of the case manager’s supervisor’s decision. The executive director or his/her designee (an employee of the AAA above the level of care manager supervisor) shall conduct the Agency Review at the applicant’s or participant’s home or at the AAA office, whichever is more convenient for the applicant or participant. The applicant or participant, his/her advocate (if desired), and the care manager or the care manager supervisor shall attend the review.

Applicants and participants will be given the opportunity to testify, present supporting materials and explain why they disagree with the action or decision and what they would view as an appropriate alternative. The care manager or the care manager supervisor will also be asked to testify and explain the reasons for the decision or action taken.

Within 5 business days of the meeting (and after consulting with the agency’s executive director if the person conducting the review is a designee), the person conducting the review will prepare the agency’s final decision in writing which will include facts of the case and the specific reason for the decision. The applicant or participant and his/her

advocate (if any) will each be sent a copy of the decision by registered or certified mail, return receipt requested. The executive director or director's designee shall inform the applicant or participant of his/her right to Administrative Hearing under Step 3 if dissatisfied with the agency's final decision.

Step 3: Administrative Hearing

If the applicant or participant is dissatisfied with the decision reached at the Agency Review, he/she may appeal the decision by requesting an Administrative Hearing. The applicant or participant must make the request for an Administrative Hearing in writing to the Director of the Division of Aging within 18 days of the date of the decision from the Agency Review. The request should include the statement regarding the issues the applicant or participant wishes reviewed and must be signed and dated.

Administrative Hearing will be conducted by the Administrative Law Judges (ALJ's), or hearing officers, appointed by the Commissioner. The procedures and rules that govern the appeal process once an individual requests an Administrative Hearing are contained in IC 4-21.5 *et seq.*, the Administrative Orders and Procedures Act. Testimony will be taken under oath or affirmation and the proceedings will be tape-recorded. The applicant or participant, his/her advocate, any other witness(es) that a party chooses to present, and the care manager or care manager supervisor will each be given an opportunity to place written material into evidence, present additional written or oral statements and ask questions of any party. If the applicant or participant wishes to have a transcript of the hearing, the Division of Aging will transcribe the tape at the individual's expense. The Division may waive this cost in exceptional circumstances.

Immediately following the hearing, the ALJ will prepare the proposed decision which will include a report of the finding of fact and the reasons for the decision based on those findings of fact. This proposed decision will be forwarded to the Director of the Division of Aging. A copy of the proposed decision will be sent to the AAA, the applicant or participant and his/her advocate (if any) by registered or certified mail, return receipt requested.

The Director of the Division of Aging will then affirm, modify, or dissolve the ALJ's proposed decision. The AAA, the applicant or participant and his/her advocate will be notified of the Director's final order by registered or certified mail, return receipt requested.

If an applicant or participant appeals a decision which terminates any service that is already being provided, the service(s) in question will usually be continued by the appropriate non-Waiver program until the appeal is resolved. However, services which would be harmful to the participant, or which would violate state or federal law or regulations and internal policies of the appropriate non-Waiver program or the Division of Aging and Rehabilitative Services will not be provided.

Assistance Available to the Applicant or Participant during the Appeal Process

An applicant or participant may bring to his/her Informal Review, Agency Review, and Administrative Hearing any person he/she wishes to present, including legal counsel. The

Division of Disability, Aging and Rehabilitative Services will not pay for legal counsel for an applicant or participant during the appeal process. Free legal counsel may be available to the applicant or participant through community legal services organizations, the addresses of which will be available at the AAA.

Interpreter services will be made available to assist the deaf or non-English speaking. Reader services will be made available to assist the blind. However, if the applicant or participant requires these services for the participation in the Agency Review or Administrative Hearing, the applicant or participant must discuss the arrangements with the care manager beforehand.

Complaints and appeal requests should be directed to:

CICOA Aging & In-Home Solutions
8440 Woodfield Crossing Blvd, Suite 175
Indianapolis, IN 46240-4359