



## SERVICES AGREEMENT

AGREEMENT NUMBER [REDACTED]

THIS SERVICES AGREEMENT (this “Agreement”), dated this [REDACTED], is made by and between CICOA Aging & In-Home Solutions, Inc. (hereinafter referred to as “CICOA”) and [REDACTED] (hereinafter referred to as “Contractor”).

### RECITALS

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 grant 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 Americans Act, Title VII of the Older Americans 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 Hoosier’s, State Ombudsman Assisted Living (beginning annually on July 1) (such agreement 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 agreement, the “State Contract”).<sup>1</sup>

A. Contractor hereby represents that it is qualified, experienced and engaged in the business of providing services and/or supplies as described in the Provider Profile set forth in Attachment A (the “Services”).

B. CICOA desires to engage Contractor to provide Services to eligible individuals in accordance with the applicable laws described in the Recitals and in furtherance of its obligations under the State Contract, and Contractor desires to accept such engagement, all in accordance with the terms and conditions set forth in this Agreement, including, but not limited, to the terms and conditions of the State Contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CICOA and Contractor hereby agree as follows:

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<sup>1</sup> State Contract does not include services that Contractor may provide pursuant to referrals made by CICOA under one or more Medicaid waiver programs, for which the State directly processes payment and/or reimbursements to the Contractor.

1. Term.

Subject to the termination provisions set forth herein, the term of this Agreement shall commence effective [REDACTED], and continue in full force and effect until **June 30, 2023.**

2. Provision of Services.

- (a) Contractor shall provide Services to eligible individuals (described in Section 3 below) within the geographic area described in the Provider Profile set forth in Attachment A after receiving written authorization from CICOA (“Notice of Action”). CICOA reserves the right to cancel authorized Services at any time prior to delivery.

Contractor agrees that Services provided to eligible individuals shall be based upon units of Service authorized in writing in advance by CICOA in a Notice of Action.

- (b) Contractor shall ensure that quality Services are provided to eligible individuals in accordance with all applicable laws and regulations. CICOA shall have an unlimited and unrestricted right to make routine visits to Contractor’s (and subcontractors, if any) place of business and/or work sites for the purpose of measuring the quality of Services provided by Contractor (or its subcontractors, if any). In the event CICOA determines, in its sole discretion, that the quality of Services provided by Contractor (or its subcontractors, if any) are substandard in any respect, CICOA shall have the right to immediately terminate this Agreement by providing written notice of termination to Contractor.
- (c) Contractor shall assist and cooperate with CICOA in the preparation and completion of any client satisfaction surveys and/or other surveys/reports that CICOA may conduct from time to time during the term of this Agreement.
- (d) In the event that Contractor is unable to provide the Services required under this Agreement, Contractor shall immediately notify CICOA in writing thereof. In such event, CICOA shall have the right to immediately terminate this Agreement by providing written notice of termination to Contractor.
- (e) Contractor shall notify, in writing, appropriate personnel from CICOA prior to termination of Services to a client for any reason. Said notice shall be given to the assigned care manager and/or the provider coordinator designated by CICOA at least fourteen (14) working days prior to the effective date of termination.
- (f) If the Services provided by Contractor pursuant to this Agreement include services that are provided and/or are available under both the CHOICE and Medicaid Waiver

programs, then Contractor shall (i) be appropriately certified under both the CHOICE and Medicaid Waiver programs and (ii) provide Services under each such program as directed by CICOA. In addition, Contractor shall actively maintain such certifications without limitation or restriction throughout the duration of this Agreement. If Contractor fails to maintain or loses, for any reason, either such required certification during the term of this Agreement, Contractor shall provide immediate written notice thereof to CICOA. In such event, CICOA shall not be obligated to pay Contractor for any Services rendered in the absence of such required certifications and CICOA shall have the right to immediately terminate this Agreement by providing written notice of termination to Contractor.

3. Eligibility and Appeals.

- (a) The eligibility of individuals who may be provided Services by Contractor pursuant to this Agreement shall be determined in accordance with CICOA's eligibility criteria and operating procedures, as may be amended from time to time by CICOA.
- (b) In resolving a complaint between CICOA and Contractor, or a complaint by an applicant or recipient of Services, CICOA and Contractor shall comply with applicable laws and regulations, and the procedures outlined in the CICOA Client & Applicant Appeals Process set forth in Attachment C, 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.

4. Payment/Administration of Funds.

- (a)
  - (i) Subject to the terms and conditions of this Agreement (including, without limitation, the terms of this Section 4), CICOA shall make payment to Contractor for Services provided by Contractor (and that are authorized in writing by CICOA as provided in Section 2(a) hereof) with funds received by CICOA from the State (pursuant to the State Contract) in accordance with CICOA policies and procedures, as may be amended from time to time by CICOA ("CICOA Policies"), and the terms of Attachment A.
  - (ii) 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.
  - (iii) Claims submitted for payment shall be for costs incurred. Costs are incurred on the date Services are actually provided to a client. Claims for payment must be received by CICOA no later than the third (3<sup>rd</sup>) business day of the month immediately following the month during which the Service was provided, or CICOA may elect to deny payment as permitted by applicable

laws and regulations. CICOA has the discretion, and reserves the right, as permitted by applicable laws and regulations, to NOT pay any claim received later than the third (3<sup>rd</sup>) business day of the month immediately following the month during which the Service was provided, or that is otherwise not submitted in accordance with this Section 4 or the other terms and conditions of this Agreement.

In the event that a claim paid by CICOA is disputed by the 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 Services were provided under the disputed claim. If the parties hereto are unable to resolve such dispute within the foregoing time period, CICOA has the discretion, and reserves the right, as permitted by applicable laws and regulations, 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 Agreement.

- (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 30<sup>th</sup>) pertaining to Services rendered during such fiscal year be considered for payment by CICOA after August 14<sup>th</sup> of the current calendar year.
- (v) Payments made to Contractor for the delivery of authorized Services shall be based on the unit rates contained in Attachment A. Unit rates are established for a period not less than one (1) year and shall include all costs incurred and attributable to the Services.
- (vi) Contractor shall bill all other applicable sources of reimbursement/payment (i.e. Medicare, Medicaid, and/or private insurance) before billing CICOA for Services rendered. Payment provided under this Agreement shall be the funding option of last resort. Contractor shall not be entitled to payment under this Agreement for any Service for which payment for the same Service is available from another source.
- (vii) If at any time during the term of this Agreement, an individual eligible for Services hereunder becomes approved as a participant in the Medicaid Waiver program, Contractor shall be responsible for retroactively seeking any allowable payment from the Medicaid Waiver program for Services rendered to such individual prior to the applicable Medicaid Waiver program approval date. In such event, Contractor shall promptly refund to CICOA any payment received hereunder for Services that are reimbursable by the Medicaid Waiver program.

If at any time during the term of this Agreement, CICOA discovers that Contractor has received payment from CICOA and the Medicaid Waiver program for the same Service (and no refund has been made to CICOA), CICOA shall have the right, in its sole discretion, to set off the payment amount made by CICOA for such Service against current or future allowable claims, to demand cash repayment, or to withhold payment of current claims in a like amount. In addition to recouping such payment amount, CICOA shall also have the right to immediately terminate this Agreement by providing written notice thereof to Contractor if CICOA determines, in its sole discretion, that Contractor is not complying with the terms of this Section 4(a)(vii).

- (viii) CICOA shall have no duty to pay Contractor for Services provided without a CICOA written authorization that includes a valid CICOA authorization number and unit of Service designation as described in Section 2(a) above.
- (ix) Revisions to an existing authorized Service schedule shall be communicated to the appropriate CICOA care manager (staff), as designated by CICOA, via telephone call or voice mail message. If the revisions result in increased units of Service for the prescribed period, CICOA shall have no obligation to pay Contractor for delivery of the increased Service unless Contractor has received a CICOA written authorization (that includes a revised unit of Service designation) covering the applicable revisions and increased Service prior to delivery of said Service.
- (b) CICOA's payment for Services under this Agreement is subject to and specifically conditioned upon the availability of funds received by CICOA from the State (pursuant to the State Contract). If funds received by CICOA from the State are reduced, for any reason, at any time, CICOA shall be under no obligation to make payment hereunder to Contractor, except to the extent that such funds for Services are available to CICOA from the State. Under no circumstance will CICOA authorize Services with the knowledge that funds are not available for payment to Contractor.
- (c) Contractor shall maintain all funds received from CICOA pursuant to this Agreement in separate and identifiable bookkeeping accounts and shall use the funds solely for the purposes set forth in this Agreement in accordance with the terms of this Agreement.
- (d) Contractor shall follow generally accepted accounting procedures and practices which sufficiently, properly and accurately reflect all costs incurred by Contractor pursuant to this Agreement.

- (e) No costs relating to the provision of Services under this Agreement may be incurred by Contractor after the expiration or termination of this Agreement.

5. Audits, Records, Reports and Inspections.

- (a) Contractor shall maintain books, records and documents (including, but not limited to, payroll records, banking records, accounting records, client records/files, Service delivery records/documents and purchase orders) which are sufficient to document all of Contractor's provision of Services, financial activities, claims for payment and other activities under this Agreement, 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 and the United States Government. Contractor shall maintain all books, records and other documentation required by this Section 5(a) in accordance with applicable laws and regulations including, without limitation, the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended.
- (b) During the term of this Agreement, and following the expiration or termination of this Agreement for any reason, 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 5(a) above or this Agreement. 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 critical to this Agreement. 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 Agreement by providing written notice of termination to Contractor.
- (c) Contractor shall, upon written demand by CICOA, and as permitted by applicable laws and regulations, repay CICOA all sums paid by CICOA to Contractor for which adequate fiscal, financial, claim payment and/or Service delivery documentation is not in existence for any time period audited. If an audit of Contractor results in an audit exception, CICOA shall have the right, in its sole discretion, to set off such amount against current or future allowable claims, to demand cash repayment, or to withhold payment of current claims in a like amount pending resolution between the parties hereto of any disputed amount.
- (d) Contractor shall maintain all records relating to this Agreement (including, without limitation, records relating to the provision of Services and financial activities/claims for payment hereunder, and all other books, records, documents and reports required to be maintained by Section 5(a) of this Agreement) during the term of this Agreement and for the longer of (i) seven (7) years after the date Contractor submits its final claim for payment to CICOA, (ii) one (1) year from the

resolution of any outstanding administrative, program or fiscal audit question, or legal action, (iii) any period required under applicable law, or (iv) any period required under the State Contract. The retention period for records relating to any equipment authorized by CICOA to be purchased through this Agreement begins on the date of the disposition, replacement or transfer of such equipment.

- (e) Contractor shall not dispose of, replace or transfer any equipment authorized to be purchased with funding obtained by CICOA under this Agreement without the express written approval of CICOA.
- (f) During the term of this Agreement, and following the expiration or termination of this Agreement for any reason, CICOA, the State and the United States Government shall have the right to enter the premises of Contractor (and/or its subcontractors, if any) and audit any records and property maintained by Contractor (and/or its subcontractors, if any) in connection with this Agreement. In addition, CICOA, the State and the United States Government shall have the right to enter onto the premises of Contractor (and/or its subcontractors, if any) and/or any Service delivery site(s), and conduct on-site monitoring review of the provision of Services hereunder and/or the performance of Contractor's obligations hereunder. Contractor shall make, and require its subcontractors (if any) to make, all books, records and documents that relate to their activities under this Agreement available for inspection, review and audit when requested by authorized representatives of CICOA, the State and/or the United States Government.
- (g) During the term of this Agreement, and following the expiration or termination of this Agreement for any reason, Contractor agrees that it shall secure, at Contractor's expense, an audit(s) of the funds provided to Contractor under this Agreement as, and in the manner, requested, from time to time, by CICOA, the State and/or the United States Government. Contractor shall ensure the cooperation of its employees (and its subcontractors, if any), board members and other representatives in any review, audit, inspection or on-site monitoring conducted by authorized representatives of CICOA, the State and/or the United States Government.
- (h) Contractor agrees that CICOA, the State and/or the United States Government have the right to make recommendations and findings in connection with any audit and/or on-site monitoring review of Contractor's operations and Contractor agrees to comply, and require its subcontractors (if any) to comply, with any corrective actions specified by CICOA, the State and/or the United States Government within the time limits established by CICOA, the State and/or the United States Government.

## 6. Modification.

Except as provided otherwise herein, this Agreement may only be modified upon the prior written agreement of CICOA and Contractor. Such modifications shall be subject to review upon any subsequent renewal of this Agreement. Nothing, however, in this Agreement shall be construed as a commitment by CICOA to execute future agreements with Contractor or to extend this Agreement in any way.

7. Suspension and Termination.

- (a) If either party hereto fails to fully comply with the terms of this Agreement (the “Non-Complying Party”), the other party may, after providing written notice to the Non-Complying Party and a fifteen (15) day opportunity to cure, (i) suspend the performance of Services or payment in whole or in part, or (ii) immediately terminate this Agreement. Any notice of suspension shall state the reasons for the suspension and any corrective action required of the Non-Complying Party during the fifteen (15) day cure period. Any notice of termination shall specify the reasons for termination.
- (b) If CICOA determines that any breach of this Agreement by Contractor endangers the life, health or safety of CICOA’s employees, agents, subcontractors, or applicants for, or recipients of, Services under this Agreement, CICOA may immediately terminate this Agreement.
- (c) CICOA may immediately terminate this Agreement if Contractor ceases doing business, if Contractor files a petition in the United States Bankruptcy Court under the Bankruptcy Reform Act of 1978, 11 U.S.C. § 101 et seq., and any amendments thereto, or if a petition for involuntary bankruptcy is filed against Contractor.
- (d) In the event that either party hereto (hereinafter referred to as the “Assigning Party”) attempts to assign, transfer, convey or encumber this Agreement in any way, then, at the option of the other party, this Agreement shall terminate after such party has provided written notice of termination to the Assigning Party.
- (e) Contractor shall provide advanced written notice to CICOA of any change in Contractor’s legal name, ownership or legal status, including, but not limited to, a sale, merger or dissolution of Contractor’s business. CICOA reserves the right, in its sole discretion, to terminate this Agreement should Contractor’s legal status or ownership change in any way. Any such termination shall be effective from the date of the change in Contractor’s legal status or ownership. If CICOA exercises its termination rights pursuant to this Section 7(e), CICOA shall provide written notice thereof to Contractor.
- (f) Either party hereto may terminate this Agreement for any reason, and at any time, by providing the other party with at least thirty (30) days advance written notice thereof.



- (g) If the State Contract terminates for any reason, CICOA may terminate this Agreement by providing written notice of termination to Contractor. The effective date of termination of this Agreement shall be the date specified by CICOA in CICOA's written notice of termination; which effective date may be prior to the date of CICOA's written notice of termination.
- (h) This Agreement may be terminated pursuant to Sections 2(b), 2(d), 2(f), 4(a)(vii), 5(b), 7(a)-(g), 13, 20(c), 22, 23 and 35(p) of this Agreement in accordance with the terms thereof.

8. Obligations Following Termination.

- (a) Upon expiration or termination of this Agreement for any reason, Contractor shall remit to CICOA within ten (10) days of the effective date of such expiration or termination, any payments received by Contractor determined to be due CICOA. The action of CICOA in accepting any such amount shall not constitute a waiver of any claim, which CICOA may otherwise have arising out of this Agreement.
- (b) Upon termination of this Agreement for any reason, or upon the expiration of its term, Contractor shall, at the request of CICOA, surrender and promptly deliver to CICOA (i) any and all documents and records that may be in Contractor's (or a subcontractor's, if any) possession or control relating to this Agreement (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 Agreement, financial records, client files, studies, reports, and any other documents containing Confidential Information (as defined in Section 11 hereof)) and (ii) any and all property purchased by Contractor (or its subcontractors, if any) with funds received from CICOA under this Agreement. 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. CICOA and Contractor may negotiate an amount of compensation related to Contractor's expenses for any period of closeout.
- (c) Upon termination of this Agreement for any reason, or upon the expiration of its term, Contractor shall return or, at the written option of CICOA, destroy all PHI (as defined in Section 35 hereof) in the possession of Contractor (or its subcontractors, if any) without retaining any copies thereof. If it is not feasible for Contractor to return or destroy all such PHI, Contractor will provide CICOA with written notification that includes (i) a statement that Contractor has determined that it is infeasible to return or destroy the PHI in its possession or in the possession of its subcontractors, and (ii) the specific reasons for such determination. Contractor further agrees to extend any and all protections, limitations and restrictions contained in Section 35 hereof to the use and/or disclosure of any PHI retained after

the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

- (d) Contractor hereby agrees and acknowledges that CICOA will suffer irreparable damage and injury and will not have an adequate remedy at law in the event of a breach by Contractor of its duties or obligations under this Section 8 or Sections 11 or 35 hereof. Accordingly, in the event of such a breach or a threatened or attempted breach, in addition to all other remedies which CICOA may have under this Agreement, at law, in equity or otherwise, CICOA shall be entitled to a temporary and permanent injunction or a decree of specific performance of such provisions, and no bond or other security shall be required.

9. Compliance.

- (a) Contractor specifically acknowledges, and shall comply with, all applicable laws, rules, regulations, ordinances and any amendments thereto, in performing its obligations under this Agreement including, but not limited to, all federal, state and local laws, rules, regulations and ordinances pertaining to (i) the provision of Services hereunder, and (ii) 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 the purpose of obtaining funding from CICOA and entering into this Agreement.
- (b) Contractor shall comply, and require its subcontractors (if any) to comply, with all of the terms, conditions and requirements set forth under the State Contract as they relate to the provision of Services and Contractor's performance of this Agreement. 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 Agreement as it relates to the duties and obligations of Contractor or the provision of Services 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.
- (c) Any provision required by law or the State Contract to be in this Agreement, which is not included herein, shall be deemed included, as if set forth in full herein. Contractor and CICOA shall amend this Agreement to expressly include such provision within a reasonable time after the omission or change in law is discovered.

10. Subcontractors.

Notwithstanding anything to the contrary provided herein, Contractor may not engage a subcontractor to perform Services under this Agreement without the prior written approval of CICOA. CICOA shall have the right, in its sole discretion, to deny approval of a subcontractor for any reason. In addition, CICOA shall have the right, at any time during this Agreement and in its sole discretion for any reason, to immediately terminate any individual subcontractor from providing Services required under this Agreement while continuing this Agreement with Contractor, after providing written notice of subcontractor termination to Contractor.

Contractor shall require its subcontractors (if any) to comply with all of the provisions set forth in the State Contract and this Agreement. Contractor shall remain responsible to CICOA for the performance of any subcontractor and shall monitor the performance of any subcontractor. Contractor agrees to enter into written agreements with all subcontractors and to provide copies of all subcontracting agreements to CICOA upon request. Contractor further agrees to immediately (i) notify CICOA in writing of a breach of this Agreement by a subcontractor and (ii) discontinue any agreement with the specified subcontractor upon discovery of such breach.

11. Confidentiality.

In connection with the performance of this Agreement, 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 Agreement, “Confidential Information” shall include, but not be limited to, client files/information, data, studies, 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.

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 Agreement, (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.

12. Indemnification.

- (a) Contractor agrees to defend (at CICOA’s election), indemnify, and hold harmless CICOA and its directors, officers, employees, agents, officials, other representatives, heirs, successors and assigns, from and against any and all claims,

liabilities, demands, damages, losses, costs, lost profits, fines, penalties and expenses, (including reasonable attorneys' fees) which may be sustained or incurred arising out of or relating to any of the following instances:

- (i) By reason of any applicant for, or recipient of, Services suffering personal injury, death or property loss or damage as a result of any act or omission of Contractor or any of its officers, agents, employees, subcontractors or other representatives in providing Services or performing any other obligation pursuant to this Agreement;
- (ii) By reason of any applicant for, or recipient of, Services causing injury to or damage to the property of another person as a result of any act or omission of Contractor or any of its officers, agents, employees, subcontractors or other representatives in providing Services or performing any other obligation pursuant to this Agreement;
- (iii) By reason of any of Contractor's officers, agents, employees, subcontractors or other representatives, or any other person, suffering personal injury, death or property loss or damage as a result of any act or omission of Contractor or Contractor's officers, agents, employees, subcontractors or other representatives in providing Services or performing any other obligation pursuant to this Agreement;
- (iv) By reason of Contractor's breach of any (A) term of this Agreement, or (B) representation, warranty or certification of Contractor set forth in this Agreement; or
- (v) By reason of the acts, omissions or other conduct of Contractor (or any subcontractor) in connection with performance of Contractor's obligations or duties under this Agreement and/or the provision of Services.

The provisions of this Section 12(a) shall not apply to liabilities, losses, costs or expenses caused by or resulting solely from the acts or omissions of CICOA or any of its officers, employees, agents, officials or representatives.

- (b) In addition to Section 12(a) above, Contractor agrees to indemnify any individual or client receiving Services from Contractor under this Agreement for any and all loss, property damage, theft, injury, expenses or other costs incurred or sustained by such individual as a result of the omissions or acts of Contractor, its officers, agents, employees, subcontractors or other representatives in providing Services or in connection with the performance of this Agreement. The parties hereto agree that the determination as to whether an individual's loss, property damage, theft, injury, expense or other cost has occurred as the result of the omissions or acts of Contractor or its officers, agents, employees, subcontractors or other

representatives in providing Services, or in connection with the performance of this Agreement, shall be made by CICOA in its sole discretion, and such determination shall be conclusive and binding on the parties hereto. CICOA's determination in this regard shall be reasonable and substantiated by the relevant facts and circumstances.

13. Licensing Standards.

Contractor and its subcontractors (if any) shall (i) obtain and maintain during the term of this Agreement all required permits, licenses, and approvals necessary for the provision of Services hereunder and (ii) comply with all applicable licensing and accrediting standards, laws, rules, regulations and criteria which any governmental entity requires of Contractor (or its subcontractors, if any) in the provision of Services pursuant to this Agreement including, without limitation, all health, safety, and environmental statutes, rules, and regulations.

CICOA shall not be required to pay Contractor for Services performed when Contractor or its employees or subcontractors are not in compliance with the terms of this Section 13. If Contractor's (or its subcontractors', if any) licensure, certification or accreditation is limited or restricted in any way, expires, is revoked, voluntarily surrendered or otherwise lost for any reason, Contractor agrees to immediately notify CICOA in writing thereof. In such event, CICOA shall have the right to immediately terminate this Agreement by providing written notice of termination to Contractor.

14. Insurance.

- (a) Contractor agrees to obtain, and require each of its subcontractors (if any) to obtain, general liability insurance coverage in the minimum amount of One Million Dollars \$1,000,000 for bodily injury and property damage. CICOA may, in its discretion, require Contractor (and its subcontractors, if any) to obtain additional or different insurance or bonding coverage at any time during the term of this Agreement.
- (b) Contractor agrees to obtain for its employees, and require each of its subcontractors (if any) to obtain, for its respective employees, workers' compensation and unemployment compensation insurance as required by the laws of the State of Indiana.
- (c) For all insurance coverage required under this Section 14, CICOA shall be named as an additional insured on all required certificates of insurance. Contractor shall furnish CICOA certificates of insurance for itself and its subcontractors (if any) immediately upon the request of CICOA at any time during the term of this Agreement. In addition, Contractor shall notify CICOA at least sixty (60) days in advance if any such policy is to be cancelled, non-renewed or the coverage reduced.

15. Fees.

Contractor shall impose no fees upon the recipients of any Services provided pursuant to this Agreement without the prior written approval of CICOA.

16. Program Income.

Any income earned by Contractor on funding provided by CICOA under this Agreement (“Program Income”) shall be maintained and expended by Contractor in accordance with federal regulations and all other applicable law. Contractor shall maintain and provide to CICOA an accounting of all Program Income earned as a result of, and during the term of, this Agreement immediately following the expiration or termination of this Agreement.

17. Non-Discrimination.

- (a) Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, 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 Services.
- (c) Notwithstanding the provisions set forth herein, the parties hereto agree that age may be used to determine threshold eligibility for Services provided under this Agreement, as required by applicable state and/or federal laws.
- (d) The parties hereto agree that any publicity release or other public reference, including media releases, informational pamphlets, etc., relative to the Services provided under this Agreement, will clearly state that all Services are provided 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.

18. Religious Activities.

The parties hereto agree that Services provided under this Agreement shall be non-sectarian in nature and that religious activities shall not be included in any Services performed by Contractor hereunder.

19. Political Activity.

Contractor certifies that funding received from CICOA pursuant to this Agreement 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.

20. Drug-Free Work Place.

- (a) Contractor hereby covenants and agrees to provide and maintain, during the term of this Agreement, 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 Agreement exceeds \$25,000, Contractor acknowledges that this Agreement is expressly subject to the terms, conditions and representations contained in the "Drug-Free Workplace Certification" executed by Contractor in conjunction with this Agreement and which is attached hereto as Attachment E.
- (c) It is further expressly agreed that should Contractor fail to comply with the terms of Section 20(a) above, or should Contractor falsify or otherwise violate the terms of the certification referenced in Section 20(b) above, such actions shall constitute a material breach of this Agreement, and shall entitle CICOA to impose sanctions against Contractor, including, but not limited to, suspension of payments under this Agreement and/or termination of this Agreement, and/or debarment of Contractor from doing further business with CICOA for a period of up to three (3) years.

21. Lobbying Activities.

- (a) Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, all as may be amended, Contractor hereby assures and certifies, pursuant to Attachment E, 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.

- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, 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.

22. Debarment and Suspension.

Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any state or federal department or agency. The term "principal" for purposes of this 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 Contractor.

In addition, Contractor represents and warrants that neither Contractor nor any of its employees, managers, officers, directors, owners, or subcontractors, if any, have been excluded, suspended, or otherwise debarred from participating in any federal or state healthcare program, or served a notice of exclusion or suspension, or have been served with a notice of proposed exclusion or suspension, or have committed any acts which are cause for exclusion or suspension, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program. Contractor agrees to notify CICOA immediately after Contractor becomes aware that any facts or circumstances that would cause any of the foregoing representations and warranties to be inaccurate or may become incorrect. In such event, CICOA may immediately terminate this Agreement after providing written notice of termination to Contractor.

23. Conflict 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 Agreement. 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 Agreement, either for himself or for those



with whom he has family or business ties, during the term of this Agreement and 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 Agreement by providing written notice of termination to Contractor. In addition, Contractor may be subject to penalties under applicable law.

24. Governing Law; Severability.

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to any conflicts of law provisions, and suit, if any, must be brought in the courts located in Marion County, Indiana. If any term, covenant, condition or provision of this Agreement 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.

25. Relationship of the Parties.

Both parties hereto, in the performance of this Agreement, acknowledge that they are acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Neither party will assume any liability for injury, including death, to any person, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

26. Waiver of Rights.

No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such rights.

27. Assignment.

This Agreement shall be binding upon and inure to the benefit of the respective legal successors of the parties hereto. Neither party hereto may assign this Agreement without the express written consent of the other party.

28. Entire Agreement.

This Agreement contains the entire agreement of the parties hereto with respect to the subject matter contained herein.

29. Interpretation and Construction.

In interpreting this Agreement, CICOA and Contractor agree and acknowledge that they and their legal counsel have fully participated in its preparation, and that neither party shall be charged with having prepared this Agreement or any particular provision hereof. This Agreement shall therefore be construed without regard to any rule or presumption, which requires construction against the party drafting or preparing a legal document.

30. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document.

31. Survival.

The respective rights and obligations under the provisions of Sections 5, 8, 11, 12 and 16 shall survive termination of this Agreement indefinitely.

32. Incorporation by Reference.

The following instruments are attached hereto and incorporated by reference into this Agreement:

- Attachment A – Payment Rates/Funding/Geographical Area Description (Provider Profile)
- Attachment B – Affirmative Action Agreement (for informational purposes)
- Attachment C – CICOA Client & Applicant Appeals Process
- Attachment D – Service Descriptions (for informational purposes)
- Attachment E – Drug-Free Workplace Certification
- Attachment F – Certification Regarding Lobbying
- Attachment G – State Compliance Requirements
- Attachment H – Diversity Scorecard

33. Notices.

Any notices, demands or other communication required or permitted hereunder to be in writing shall be delivered personally, sent by overnight courier, sent by secured encrypted email or sent by certified, registered or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally; or one (1) day following the date such

notice is sent by overnight courier or secured encrypted email; or if mailed, three (3) days following the date of deposit in the United States mail, as follows:

If to CICOA: CICOA Aging & In-Home Solutions, Inc.  
Attn: Tauhric Brown, President & CEO  
8440 Woodfield Crossing Blvd Ste 175  
Indianapolis, IN 46240-4359  
E-mail: tbrown@cicoa.org

If to Contractor: \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
E-mail: \_\_\_\_\_

or to such other address as either party shall specify to the other by notice given as provided above.

34. Remedies.

The remedies set forth in this Agreement shall be cumulative and no one shall be construed as exclusive of any other or of any remedy provided by law and failure of either party to exercise any remedy at any time shall not operate as a waiver of the right of such party to exercise any remedy for the same or subsequent default at any time. In any civil action, arbitration, or other proceeding brought to enforce the terms hereof, or to redress a breach of a term hereof, the prevailing party shall be entitled to payment from the non-prevailing party of its reasonable attorneys' fees and expenses in addition to any damages or other relief to which it may become entitled.

35. HIPAA Compliance.

As applicable, the Contractor agrees to comply with all requirements of the HIPAA Laws (as hereafter defined) in all activities related to this Agreement, to maintain compliance throughout the term of this Agreement, to operate any systems used to fulfill the requirements of this Agreement in full compliance with the HIPAA Laws (as hereafter defined), to cooperate with CICOA as necessary from time to time in its compliance with the HIPAA Laws (as hereafter defined), and to take no action which adversely affects CICOA's compliance with the HIPAA Laws (as hereafter defined).

If Contractor is deemed a "business associate" as that term is defined under HIPAA or a "subcontractor business associate", Contractor shall fully comply with the requirements of the HIPAA Laws (as hereafter defined) and the provisions of this Section 35.

- (a) For purposes of this Section 35 and this Agreement, the following definitions shall apply:

“*HIPAA*” shall mean the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations promulgated thereunder, including, but not limited to, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 Code of Federal Regulations (“CFR”) Parts 160 and 164.

“*HIPAA Laws*” shall mean HIPAA and HITECH (as hereafter defined).

“*HITECH*” shall mean the Health Information Technology for Economic and Clinical Health Act, which was enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, and regulations promulgated thereunder.

“*PHI*” shall mean Protected Health Information.

“*Protected Health Information*” shall have the same meaning as ascribed to such term under HIPAA.

In addition, any capitalized term used in this Section 35 and not otherwise defined in this Agreement, shall have the same meaning as ascribed to such term under the HIPAA Laws.

- (b) Permitted Uses and Disclosures.

Except as otherwise specified herein and subject to the limitations set forth herein, Contractor may use and disclose PHI as is necessary for Contractor to perform its obligations for or on behalf of CICOA pursuant to this Agreement and as otherwise Required by Law.

- (c) Limitations on Uses and Disclosures.

Contractor is not authorized and shall not use or disclose PHI other than as permitted under this Agreement or as Required by Law. Contractor shall not use or disclose PHI in a manner that would violate the HIPAA Laws if the PHI were used or disclosed by CICOA.

- (d) Restrictions of PHI.

Contractor shall notify CICOA in writing within five (5) days of receipt of any request from an individual who is the subject of PHI (or the representative of such individual) to restrict the use and/or disclosure of PHI that Contractor maintains for or on behalf of CICOA. Contractor shall, upon receipt of written notice from

CICOA, comply with any instructions to modify, delete or otherwise restrict the use and disclosure of PHI it maintains for or on behalf of CICOA.

(e) Safeguards.

Contractor shall use appropriate administrative, technical and physical safeguards as set forth in the HIPAA Laws to prevent any use or disclosure of PHI other than as permitted by this Agreement. In addition, Contractor shall also implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI (including, Electronic PHI) that Contractor creates, receives, maintains or transmits on behalf of CICOA to the same extent CICOA is required to undertake such implementations pursuant to the HIPAA Laws. Contractor's obligations in this regard shall include, without limitation, implementing the administrative, physical, and technical safeguards as required by 45 CFR §§ 164.308, 164.310, 164.312 and 164.316.

(f) Reporting of Disclosure.

Contractor shall immediately notify CICOA's designated Privacy Official, in writing, no later than four (4) hours after its discovery of any use or disclosure by Contractor (or any subcontractor) of PHI not permitted by this Agreement (or of any Security Incident with respect to Electronic PHI) of which Contractor or its officers, employees or agents become aware. Contractor shall thoroughly investigate any such incident and provide the results of such investigation to CICOA as soon as possible and on an ongoing basis. Contractor shall take (i) prompt corrective action to cure any deficiencies, (ii) mitigate, to the greatest extent possible, any harmful effects from any improper use and/or disclosure of PHI, and (iii) any action required by applicable laws and regulations pertaining to such unauthorized use or disclosure. Without limiting any other remedies available to CICOA under this Agreement, Contractor shall pay all reasonable costs associated with reporting and other mitigation measures taken as a result of such an unauthorized use or disclosure.

(g) Contractor's Agents/Subcontractors.

Contractor shall ensure that any agents or subcontractors, to whom it provides PHI received from, or created or received by Contractor on behalf of CICOA, agree with Contractor in writing to comply with all of the same terms, restrictions and conditions that apply to Contractor as set forth in this Section 35 and in Section 8(c).

(h) Minimum Necessary.

Contractor shall only disclose to its subcontractors, agents, or other third parties (as permitted hereunder) and request from CICOA the Minimum Necessary amount of PHI to perform or fulfill a specific function required or permitted under this Agreement. Contractor shall comply with all applicable Minimum Necessary and other standards required by the HIPAA Laws as such standards relate to Contractor's use, disclosure or request of PHI.

(i) Availability of Information to Contractor.

Contractor shall (and shall require any Contractor's subcontractor), no later than five (5) days of receipt of a written request from CICOA or an individual who is the subject of PHI (or the representative of such individual), make available to CICOA, or to another party at CICOA's request, such information as may be required by CICOA for CICOA to fulfill its obligation to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to the HIPAA Laws including, but not limited to, 45 CFR §§164.524 and 164.528.

(j) Amendment of PHI.

Contractor shall notify CICOA within five (5) days of receipt of any request from an individual who is the subject of PHI (or the representative of such individual) to amend the PHI Contractor (or any Contractor's subcontractor) maintains for or on behalf of CICOA. Contractor shall make the subject's PHI available to CICOA as may be required by CICOA for CICOA to fulfill its obligations to amend PHI pursuant to the HIPAA Laws. Contractor shall, as directed in writing by CICOA, incorporate any amendments to CICOA's PHI into copies of such PHI maintained by Contractor (or Contractor's subcontractors).

(k) Regulatory Compliance.

Contractor shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the United States Department of Health and Human Services (the "Secretary") for purposes of determining CICOA's compliance with the HIPAA Laws. Contractor shall provide CICOA written notice of any request by the Secretary to make its books and records available (as provided under this Section 35(k)) immediately after receiving such request.

(l) CICOA PHI Policies and Procedures.

Contractor shall comply with all CICOA PHI privacy and security policies and procedures, as may be developed from time to time by CICOA and provided to Contractor.

(m) Compliance with Applicable Law.

Contractor acknowledges and agrees that, beginning with the relevant effective dates, Contractor shall comply with all obligations of a business associate or subcontractor business associate, as applicable, under HIPAA, HITECH and other related laws and any implementing regulations, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place. Contractor shall also comply (and require any subcontractor to comply) with any other applicable laws governing personally identifiable information (“PII”).

(n) Changes in the Law.

Through a written document signed by the parties hereto, CICOA and Contractor will amend this Agreement, as appropriate, to conform to any new or revised legislation, rules and regulations to which CICOA is subject now or in the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards, Transactions Standards, or applicable State law. Both parties hereto agree that this Agreement shall be amended to comply with any and all state or federal laws, rules or regulations including, without limitation, any future laws, rules or regulations.

(o) Breach Notification.

Contractor shall make a written report to CICOA of any Security Incident or breach, as defined by applicable laws, within four (4) hours of Contractor’s discovery of the the same. Contractor’s written report to CICOA shall include all information available at that time as required by CICOA for CICOA to fulfill its obligations to provide written notice to affected individuals and other applicable third parties pursuant to the HIPAA Laws and other applicable laws. Contractor shall have an ongoing responsibility to provide additional information as such information becomes available through Contractor’s investigation. Without limiting any other remedies available to CICOA under this Agreement, Contractor shall (i) reimburse and indemnify CICOA for all notification and other compliance costs and expenses incurred by CICOA as a result of a breach by Contractor (or any of Contractor’s agents or subcontractors) as provided under this Section 35(o), and (ii) fully and timely cooperate with CICOA, and any requests by CICOA, to ensure CICOA’s compliance with all notification and other obligations required by the HIPAA Laws or other applicable laws as a result of such breach.

(p) Termination.

If Contractor breaches any term of this Section 35 (as determined by CICOA), CICOA may immediately terminate this Agreement by providing written notice thereof to Contractor.

(q) PHI References.

Contractor's duties and obligations with respect to PHI and PII as provided under this Section 35 pertain solely to PHI and PII received by, for, or on behalf of CICOA, or otherwise created by Contractor on behalf of CICOA.

(r) Interpretation.

This Section 35 shall be interpreted as broadly as necessary to implement and comply with the HIPAA Laws and other applicable laws. CICOA and Contractor agree that any ambiguity in this Section 35 shall be resolved in favor of the meaning that complies and is consistent with the HIPAA Laws and other applicable laws.

36. Assurance of Compliance with Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and Title IX of the Education Amendments of 1972.

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 Attachment G (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 Agreement for the provision of Services.

37. 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 Attachment H, by January 31 of each year that this Agreement is in effect (regardless of the effective date of this Agreement).

38. Incorporation of Recitals.

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

*[Signature Page Immediately Follows]*



IN WITNESS WHEREOF, CICOA and Contractor have by their duly authorized representatives entered into this Agreement effective as of the same day, month and year first above written.

By: \_\_\_\_\_ Date \_\_\_\_\_

Tauhric Brown  
President & CEO  
CICOA Aging & In-Home Solutions, Inc.

By: \_\_\_\_\_ Date \_\_\_\_\_

\*Authorized Representative for

\_\_\_\_\_  
Company

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\* If this Agreement is being signed on behalf of a corporation, or other legal entity, by an individual other than the President, Vice President, Chairman, or Executive Director, proof of authority to sign must be provided.

**ATTACHMENT B**

**AFFIRMATIVE ACTION AGREEMENT**

TO: CICOA Employees  
Providers  
The Community

RE: Attachment B – CICOA’s Commitment to Affirmative Action

As President and CEO of Central Indiana’s leading provider of services for the older population and a single point of entry for in-home services for people of all ages, I am proud to reaffirm this company’s commitment to the affirmative action policies established by Executive Order 11246 and its implementing regulations. The purpose of this writing is to communicate to the staff, prospective employees, our provider partners and the community, CICOA’s commitment to equal employment opportunity.

Our business goal in hiring employees is to utilize objective standards based on an individual’s qualifications for a particular job and to the furtherance of equal employment opportunity. CICOA shall recruit, hire, train and promote qualified individuals into all job titles without regard to race, color, religion, sex, national origin, age, handicap or covered veteran status. Moreover, all hiring efforts will reflect a good-faith effort to employ, transfer, promote or train women or minorities for jobs in which they are underutilized. All other personnel actions such as compensation benefits, transfers, layoffs, company sponsored training, education, tuition assistance, social and recreational programs will be administered without regard to race, color, religion, sex, age, national origin, handicap or veteran status. CICOA will adhere to the principle that all terms and conditions of employment are and will continue to be established on the basis of an individual’s qualifications and ability to perform the job.

The leader of the Human Resources Department is hereby designated to oversee equal employment opportunities for CICOA. In that capacity, leader and staff will collect and analyze data, draft a tool to implement this policy, and disseminate pertinent information to the management team.

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Tauhric Brown, President & CEO

## ATTACHMENT C

### 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 46240-2476

## ATTACHMENT D IN-HOME SERVICE DESCRIPTIONS

For more thorough service definitions and documentation requirements for providers, review the HCBS provider manual at: <http://www.in.gov/fssa/da/3476.htm>

**Home and Community Assistance (HMK)** – Can assist individual with IADL activities such as housekeeping, laundry, and errands. Services can only be provided to the individual and not to other household members.

**Attendant Care (ATTC)** – Can provide hands-on assistance with all nonskilled ADL care as indicated in the individual’s care plan.

**Home Health Aide (HOHE)** – Can provide direct personal care for individuals, including those that are bedbound. May take vitals, assist with range of motion exercises, and assist with feeding. May not dispense meds, apply dressings, provide tube feedings, or other skilled needs.

**Skilled Nursing (SKNU)** – Provided by LPN or RN for clients with skilled medical needs including medication setup needs, feeding tubes, I.V.’s, decubitus ulcers, and other unstable, acute conditions.

**Respite Services** – For relief of or in the absence of the unpaid primary caregiver. May be provided at respite home health aide (RHHA) or respite nursing (RNUR) level.

**Structured Family Caregiving (SFC)**- A caregiving arrangement where the individual lives with a principal caregiver who provides daily care and support to the individual. Can be a family or nonfamily member who lives in the individual’s home.

**Adult Day Service (ADS) and Transport- Adult Day Service (ADST)** – Site-based service which can provide transportation to and from the site, supervision, meals, social activities, personal care assist, transport to appointments, etc.

**Home Delivered Meals (HDM)** – Allows nutritionally balanced and easy to prepare meals to be delivered to the individual’s home.

**Personal Emergency Response System (PRSM/PRSI)** – Installation and maintenance of device which enables individual to secure help in an emergency.

**Minor Home Modifications** – Provided to make individual’s home more accessible, such as installation of wheelchair ramps, widened doorways, hand-rails, grab bars, etc.

**Assistive Technology (ATCH)** – Used to promote independence in the home and community. Includes low tech devices such as a grabber, shower chair, or raised toilet seat. Also includes high tech devices such as augmentative communication devices or wheel chair lifts.

## **ATTACHMENT E**

### **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 the 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.

The 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



## **ATTACHMENT F**

### **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 the 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.

## ATTACHMENT G

### 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.

## ATTACHMENT H

### 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 <sup>2</sup>	
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	

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<sup>2</sup> 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:

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