CHOICE HOME MODIFICATION AGREEMENT

AGREEMENT NUMBER [ ]

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

RECITALS

CICOA entered, or will enter, into one (1) or more Grant Agreements with the 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”)

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.

1. Contractor hereby represents that it is qualified, experienced, and engaged in the business of performing the type of Modification that are the subject of this Contract and as described in the Provider Profile (the application information submitted by the Contractor) set forth in Attachment A (the “Services”). A copy of Attachment A is emailed to Contractor upon completion of the online application. CICOA will provide a copy of Attachment A upon Contractor’s request.

2. Contractor hereby represents 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.

3. CICOA wishes 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

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

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:

1. **Term.**
   a. Subject to the termination provisions set forth herein, the term of this Agreement shall commence effective **July 1, 2023**, and continue in full force and effect until **June 30, 2025**.

2. **Provision of Services.**
   a. Contractor shall provide Services to eligible individuals (described in Section 8 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. In such instances, CICOA will provide notice to the Contractor.
   b. 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.
   c. 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.
   d. 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.
   e. 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.
f. 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.

g. 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 either required certification during the term of this Agreement for any reason, 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. **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.

4. **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 at 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.

a. 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.

5. **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.

a. 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 make timely 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.

6. 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.

7. 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 7 below.

8. Eligibility and Appeals.

a. The eligibility of individuals who may be provided Services by Contractor pursuant to this Agreement shall be determined by CICOA in accordance with the State’s eligibility criteria and CICOA’s operating procedures, as may be amended from time to time by the State or 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 B, as may be amended from time to time by CICOA or the State. The Parties hereto agree to promptly address complaints and appeals and to cooperate fully with the processing of any complaint.

9. Payment/Administration of Funds.
a. Subject to the terms and conditions of this Agreement (including, without limitation, the terms of this Section 9), 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.

b. 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.

c. Claims submitted for payment shall be for costs incurred. Costs are incurred on the date Services are provided to a client. 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 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 (3rd) 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 3 or the other terms and conditions of this Agreement.

d. In the event that a claim paid by CICOA is disputed by the Contractor, the 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 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.

e. Under no circumstance will any of 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.

f. 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:

   i. Defective Work not remedied;

   ii. Work not performed or overstatement of percentage of completion;

   iii. third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to CICOA is provided by Contractor;
iv. failure of Contractor to make payments properly to subcontractors, the
design professionals, or other consultants for Work or services provided;

v. damage to CICOA or the Property Owner; or

vi. persistent failure to carry out the Work in accordance with the Contract
Documents.

g. 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. 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.

h. 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.

i. 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 to an individual (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
reimbursement, 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 3(a).

j. CICOA shall have no duty to pay Contractor for Services provided without written
authorization (“Notice of Action”) that includes a valid CICOA authorization number
and unit of Service designation as described in Section 2(a) above.

k. Revisions to an existing authorized Service schedule shall be communicated to
the appropriate CICOA 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 written authorization (“Notice of
Action”) that includes a revised unit of Service designation covering the applicable
revisions and increased Service prior to delivery of said Service. 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.

l. 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.

m. Contractor shall follow generally accepted accounting procedures and practices which sufficiently, properly, and accurately reflect all costs incurred by Contractor pursuant to this Agreement.

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

o. 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.

p. 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.

10. **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.

11. **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.

12. **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 (“HIPAA”), 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 4(a) of 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 the 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 4(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.
13. **Modification.**

   a. 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.

14. **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, 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; of 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 1(c), 1(e), 1(g), 3(a)(ix), 4(b), 6(a) to 6(g), 12(b), 22(e), 23(a), 24(b), and 35(a) of this Agreement in accordance with the terms thereof.

15. 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 to 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 18 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 Protected Health Information (“PHI”) as defined in Section 43 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 43 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. Contractor shall complete and return CICOA’s Certificate of Return or Destruction of PHI, included as Attachment C.

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 15 or Sections 18 or 43 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.

16. **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, 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.

d. Contractor is encouraged to report any compliance concerns that relate to or may impact CICOA through the Compliance Hotline. The Compliance Hotline is available 24 hours a day, 7 days a week and is staffed by a third party. Reporters have the option to remain anonymous. The Compliance Hotline can be accessed in the following ways:
17. **Subcontractors.**

   a. 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.

   b. 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.

18. **Confidentiality.**

   a. In connection with the performance of this Agreement, Contractor may receive oral and written information in confidence relating to CICOA which 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 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 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.
19. Indemnity.

a. 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 assignees, 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 any of the following instances:

i. by reason of any recipient of the Work suffering bodily injury, sickness, disease, or death, or property loss or damage (other than the Work itself) as a result of any act or omission of Contractor or any of its officers, agents, employees, subcontractors, or other representatives in performance of the Work or performing any other obligation pursuant to this Agreement;

ii. by reason of any recipient of the Work 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 performance of the Work 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 performance of the Work or performing any other obligation pursuant to this Agreement;

iv. by reason of Contractor’s breach of any

1. term of this Agreement, or

2. 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 performance of the Work.

b. In addition to Section 19(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 performance of the Work 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 performance of the Work, 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.

20. **Licensing Standards.**

   a. Contractor and its subcontractors, if any, shall (i) obtain and maintain all required permits, licenses, and approvals necessary for the provision of Services hereunder during the term of this Agreement 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.

   b. 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. 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.

21. **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, CICOA shall be named as an additional insured on all required certificates of insurance (“COI”). Contractor shall furnish to CICOA a COI 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.
d. Contractor shall maintain insurance for claims for damages, other than to the Work at the site, because of injury or destruction of tangible property, including loss of use; and 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.

e. 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 sixty (60) days prior written notice to CICOA. Contractor shall furnish to 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 21.

22. Fees.

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

23. Program Income.

a. Any income earned by Contractor from 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.


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, the Contractor (and its employees and subcontractors, if any) covenants that it shall not discriminate against any employee, 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. 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 D (the “State Compliance Requirements”). In furtherance thereof, Contractor and its subcontractors, if any,
agree 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.

25. **Diversity Scorecard.**

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

26. **Drug Free Workplace.**

   a. Contractor hereby covenants and agrees to provide and maintain during the term of this Agreement, a drug free workplace. Contractor agrees to give written notice to CICOA, within five (5) days after receiving actual notice, that Contractor, its employee, or subcontractor has been convicted of a criminal drug violation occurring in Contractor’s workplace. Contractor agrees to ensure the Contractor, its employees and subcontractors follow CICOA’s Drug Free Workplace Policy as set forth in Attachment I.

27. **Religious Activities.**

   a. 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.

28. **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 F, 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.

29. **Political Activity.**

   a. 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 limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

30. **Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Contractor hereby swears or affirms under the penalties of perjury that:

   a. Contractor has enrolled and is participating in the E-Verify program;
   
   b. Contractor has provided documentation to the State that it has enrolled and is participating in the E-Verify program; and
   
   c. Contractor does not knowingly employ an unauthorized alien.
   
   d. Contractor shall require its subcontractors, if any, to certify to Contractor that the subcontractor does not knowingly employ an unauthorized alien and the subcontractor has enrolled and is participating in the E-Verify program. Contractor and its subcontractors, if any, shall maintain this certification throughout the term of this Agreement.
   
   e. CICOA may terminate for default if Contractor fails to cure a break of this provision no later than thirty (30) days after being notified.

31. **Exclusion from Participation.**

   a. Contractor hereby represents and warrants that neither Business Associate nor any of its employees or subcontractors, if any, have ever been convicted of a crime involving healthcare or excluded from participation from any Federal or state health benefits program (including, without limitation, Medicare, Medicaid, and CHAMPUS) and Contractor shall promptly notify CICOA in writing if any such exclusion from program participation is initiated. Contractor will assess the status of its employees or subcontractors, if any, prior to hire or contracting and monthly thereafter as required by the United States Department of Health and Human Services or the Centers for Medicare and Medicaid Services. Contractor will notify CICOA in writing within three (3) business days of either of the following: (a) the discovery of any debarment, exclusion, suspension, or other event that makes Contractor or any of its employees or subcontractors ineligible to participate in a
federal health care program or any other government payment program; or (b) any conviction of Contractor or any of its employees or subcontractors of a criminal offense that falls within the scope of 42 USC § 1320a-7(a), even if they have not yet been excluded, debarred, suspended, or otherwise declared ineligible. Such notice will contain reasonably sufficient information to allow CICOA to determine the nature of any sanction. Contractor will be responsible for any and all expenses and lost revenue incurred by Covered Entity as a result of Contractor’s failure to screen or to notify CICOA of any such occurrence within three (3) business days. Contractor will also be responsible for any and all related expenses and lost revenue directly or indirectly caused by Contractor’s failure to identify excluded individuals within three (3) business days, including reimbursement to CICOA for any amounts CICOA is required to repay to any federal health care program or any amounts that CICOA is unable to bill for reimbursement because of the involvement of an excluded individual in the provision of the Services. CICOA must provide Contractor with the correspondence from the Office of Inspector General (“OIG”) that states the repayment is attributable to the exclusion of the onsite employed Contractor or its employee or subcontractor. If Contractor is in breach of this Section or upon the occurrence of such exclusion, debarment, suspension, or conviction of Contractor or any of its employees or subcontractors, whether or not notice is given, CICOA may immediately terminate this Agreement.

32. **Conflict of Interest.**

a. 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.

b. 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.

33. **Governing Law; Severability.**

a. 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.

34. Relationship of the Parties.
   a. Both Parties acknowledge that they are acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another in the performance of this Agreement. 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.

35. Waiver of Rights.
   a. 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.

36. Assignment.
   a. This Agreement shall be binding upon and inure to the benefit of the respective legal successors of the Parties hereto. Neither Party may assign this Agreement without the express written consent of the other Party.

37. Entire Agreement.
   a. This Agreement contains the entire agreement of the Parties hereto with respect to the subject matter contained herein.

38. Interpretation and Construction.
   a. 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.

   a. 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.
40. **Survival.**

   a. The respective rights and obligations under the provisions of Sections 4, 7, 10, 11, and 15 shall survive termination of this Agreement indefinitely.

41. **Remedies.**

   a. 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.

42. **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.

43. **Notices.**

   a. Any notices, demands, or other communication required to be given hereunder shall be in writing and 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.

44. **HIPAA Compliance.**
a. Contractor agrees to the terms of the Business Associate Agreement ("BAA") incorporated by reference herein as Attachment J.

45. **Termination and Default.**

a. **CICOA Default.**

i. Contractor may terminate this Contract if:

1. 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

2. CICOA fails to make payment when due, or CICOA commits a material breach of any of its responsibilities or obligations under this Contract.

ii. When any of the above reasons exist, Contractor, upon good faith representation to CICOA that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of CICOA and after giving CICOA fourteen (14) days’ written notice to CICOA, terminate this Contract and may 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.**

i. 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. is otherwise guilty of a material breach of any provision of the Contract Documents.

ii. 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.

iii. CICOA may also terminate this Contract without cause and for its convenience. In the event that CICOA terminates this 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. 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 fourteen (14) day opportunity to cure, (i) suspend the performance of the Work 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 fourteen (14) day cure period. Any notice of termination shall specify the reasons for termination.

d. If CICOA determines that any breach of this Agreement by Contractor endangers the life, health, or safety of CICOA’s employees, agents, subcontractors, or recipients of the Work under this Agreement, CICOA may immediately terminate this Agreement.

e. 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.

f. 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.

g. 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, CICOA shall provide written notice thereof to Contractor.

h. 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.

i. 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; of which effective date may be prior to the date of CICOA’s written notice of termination.

j. This Agreement may be terminated pursuant to Sections 2(c), 2(e), 2(g), 4(a)(vii), 5(b), 7(a)-7(g),13, 20(c), 22, 23, and 35(q) of this Agreement in accordance with the terms thereof.

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

47. Incorporation of Recitals.

a. 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.

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

a. all Attachments included hereto and any other documents incorporated by reference in this Contract;

b. the State Contract (as defined herein);

c. Notices of Actions; and

d. contractor’s bid documents, including all drawings and specifications, and any Change Orders.

49. Incorporation by Reference. The following instruments are attached hereto and incorporated by reference into this Agreement:

a. Attachment A - Provider Profile
b. Attachment B - CICOA Client & Applicant Appeals Process  
c. Attachment C - Certificate of Return or Destruction of PHI  
d. Attachment D - State Compliance Requirements  
e. Attachment E - Diversity Scorecard  
f. Attachment F - Certification Regarding Lobbying  
g. Attachment G - Affirmative Action Agreement  
h. Attachment H - CICOA's Drug Free Workplace  
i. Attachment I - Business Associate 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.

("Contractor")

Signed: ____________________________
Name:  ____________________________
Title:    _____________________________
Date:   _____________________________

("CICOA")

Signed:  _______ ______
Name:   ______             _____
Title:      ____   ________
Date:     _______ _____________

CICOA Aging & I , Inc.

* 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

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 five (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 eighteen (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 eighteen (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 five (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 eighteen (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 to be reviewed and must be signed and dated.

The 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 C

CERTIFICATE OF RETURN OR DESTRUCTION OF PHI

Fill out completely and submit to: Privacyofficer@cicoa.org

<table>
<thead>
<tr>
<th>Vendor Name:</th>
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<tbody>
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<td>Inclusive Dates Covered:</td>
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</tbody>
</table>

On behalf of above named vendor ("Vendor"), I hereby certify that all individually identifiable health information, including electronic copies of such information ("PHI"), provided to Vendor by CICOA Aging & In-Home Solutions ("CICOA") pursuant to the Business Associate Agreement entered into by and between Vendor and CICOA:

Select one option and sign certification below:

- [ ] has been securely returned to CICOA and that Vendor has retained no copies of said PHI.

- [ ] has been destroyed, as follows, and that Vendor has retained no copies of said PHI.

  Date of Destruction:  
  Authorized By:  

  Description of Information Disposed Of /Destroyed:

  Method of Destruction:
  - [ ] Burning
  - [ ] Overwriting
  - [ ] Pulping
  - [ ] Pulverizing
  - [ ] Reformattting
  - [ ] Shredding
  - [ ] Other

  Records Destroyed By (Name of Third Party Firm):

  If On Site, Witnessed By:
  - Manager:

  By signing below, I certify that the above information is accurate and that I am authorized to sign on behalf of the aforementioned vendor.

  Authorized Signature  
  Title  
  Name (please print)  

For CICOA use only:

- Vendor indicated PHI was returned to CICOA?  
  - [ ] Yes  
  - [ ] No

- PHI was received by:  
  - CICOA staff:  
  - Date:
ATTACHMENT D
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 E
DIVERSITY SCORECARD

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

<table>
<thead>
<tr>
<th>Percentage of Females</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage of Minorities</td>
<td></td>
</tr>
<tr>
<td>Percentage of Disabled</td>
<td></td>
</tr>
<tr>
<td>Percentage of LGBTQ</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Percentage of Females</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage of Minorities</td>
<td></td>
</tr>
<tr>
<td>Percentage of Disabled</td>
<td></td>
</tr>
<tr>
<td>Percentage of LGBTQ</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Percentage of Females</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage of Minorities</td>
<td></td>
</tr>
<tr>
<td>Percentage of Disabled</td>
<td></td>
</tr>
<tr>
<td>Percentage of LGBTQ</td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Percentage of expenditure with Women-Owned Business</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage of expenditure with Minority-Owned Business</td>
<td></td>
</tr>
<tr>
<td>Percentage of expenditure with Disabled-Owned Business</td>
<td></td>
</tr>
<tr>
<td>Percentage of expenditure with Veteran-Owned Business</td>
<td></td>
</tr>
</tbody>
</table>

5. Describe some specific strategies/tactics/goals your agency has implemented, or is planning to implement, to enhance DEIB (Diversity, Equity, Inclusion and Belonging) in your organization. Attach additional pages if needed.

6. Are you interested in purchasing curriculum or resources on DEIB from CICOA? Yes / No

2 Including visually and hearing impaired
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.

______________________________  __________________________
Printed Name of Organization     Date

_____________________________               _________________________
Signature of Authorized Representative   Printed name and Title
ATTACHMENT G
AFFIRMATIVE ACTION AGREEMENT

TO: CICOA Employees
     Providers
     The Community

RE: Attachment H – 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, leaders and staff will collect and analyze data, draft a tool to implement this policy, and disseminate pertinent information to the management team.

______________________________
Tauhric Brown, President & CEO
ATTACHMENT H
DRUG FREE WORKPLACE AND POST-ACCIDENT DRUG TESTING

CICOA has a vital interest in maintaining a safe, healthy, and efficient workplace for the benefit of its employees, its clients, and the public. The use of alcohol or controlled substances can cause avoidable injuries to employees, damage to property and productivity. CICOA wants to ensure that its employees perform their jobs efficiently, safely, and in a professional and businesslike manner. For these reasons, CICOA enforces a drug-free and alcohol-free workplace as outlined in this policy. This policy is applicable to all CICOA employees and job applicants.

Any Employee determined to be in violation of this Policy is subject to discipline, up to and including termination. At CICOA’s discretion, it may require that job applicants be tested in accordance with this Policy. CICOA may withdraw its conditional offer of employment from job applicants who test positive following a pre-employment screening.

CICOA Responsibility:
As a responsible employer and member of the community, CICOA will administer and support programs that assist employees with alcohol and controlled substance abuse problems while considering employees’ rights.

Employee Responsibility:
Each Employee has the responsibility to:
1. Report to work at all times free of alcohol or controlled substances and their effects.
2. Seek and accept assistance for alcohol and other controlled substance related problems before job performance is affected or CICOA becomes aware of the problem through means other than self-admission.
3. Notify Human Resources of any contraband (illegal substance) he or she may identify on or in any workstation, vehicle, or common area of CICOA’s premises.
4. Advise Human Resources of any prescription medication or over-the-counter medicine that may impair his or her safety or work performance.

Definitions:
Adversely affects work performance and Under the influence shall be determined to be present if an Employee (as defined below) is perceptively impaired, has impaired alertness, coordination, reactions, responses, or effort; if an Employee’s condition threatens the safety of him/herself or others or if an Employee’s condition or behavior presents the appearance of unprofessional or irresponsible conduct detrimental to the public’s perception of CICOA (as defined below) as an employer as determined by a supervisor, manager, or others observing the employee. Further, any detectable level of a controlled substance or alcohol in an Employee’s system shall be considered as being “Under the Influence” unless otherwise determined by state law.

Controlled Substance: means a substance whose distribution is controlled by regulation or statute including but not limited to, narcotics, depressants, stimulants, hallucinogens, medical marijuana, and cannabis. It includes all substances and/or medications that can affect one or more mental and/or physical functions (e.g., coordination, reflexes, vision, mental capacity, or judgment, etc.)

Drug: means a controlled substance.
**Employee:** means a person, independent contractor, or person working for an independent contractor who performs services for compensation, in whatever form, for CICOA.

**Illegal Drugs:** Means drugs that are not legally obtained or that are used for purposes other than the purpose for which they were prescribed.

**Job Applicant:** means a person, independent contractor, or person working for an independent contractor who applies to become an employee of CICOA and includes a person who has received a job offer made contingent based on the person passing the drug and alcohol screen.

**Mood Altering or Alter:** means changed behavior which may limit an Employee’s ability to safely and effectively perform his/her job duties, or poses a threat to the safety of the Employees or others that he or she comes in contact with.

**Safety Sensitive Position:** means a job which an impairment caused by a controlled substance, illegal drug, or alcohol consumption would threaten the health and safety of any person, including but not limited to, any supervisory or management position or any job that involves using or operating CICOA’s vehicles.

**Work Related Substance Abuse:** is defined as the use of mood-altering drugs, including all forms of alcohol, narcotics, depressants, stimulants, hallucinogens, marijuana, or the use of prescription drugs when resulting behavior or appearance adversely affects work performance.

**Prohibited Conduct**
All Employees are strictly prohibited from engaging in the following behavior:

1. Reporting to work under the influence of alcohol, controlled substances, or other drugs that affect his or her alertness, coordination, reaction, response, judgment, decision making, or safety.

2. Driving any CICOA vehicle while under the influence of alcohol, controlled substances, or other mood-altering drugs, or perform duties for CICOA in his/her own vehicle while under the influence. Every Employee is under an informative duty to immediately notify his/her supervisor that he/she is not in an appropriate mental or physical condition to drive a vehicle while performing duties for CICOA.

3. Using, selling, possessing, or transferring any illegal drug or controlled substance (except medically prescribed and directed) during work hours while on CICOA premises, including parking lots, buildings, CICOA’s owned or leased land or vehicles, or wherever performing work for CICOA. Additionally, Employees are prohibited from engaging in these activities during rest breaks or extended work hours.

4. Using or selling alcoholic beverages during work hours, while on CICOA premises, including buildings, parking lots, CICOA owned or leased land or vehicles, or whenever work is being performed for CICOA, except that the possession of alcohol in an Employee’s personal vehicle on the premises in compliance with applicable state statutory requirements will not be in violation of this policy. Additionally, Employees are prohibited from engaging in these activities during rest periods and during extended work hours. It is not a violation of this Policy for an Employee to consume or possess alcoholic beverages at a CICOA authorized event; provided, however, such consumption is to be in moderation and Employee does not drive under the influence, as prohibited by applicable state law.

5. Engaging in the off-duty sale, purchase, transfer, use or possession of illegal drugs or controlled substances that may have a negative effect on an Employee’s ability to perform his/her work for CICOA.
Additionally, if an Employee is taking medically authorized drugs or other controlled substances that may alter job performance, as defined above, the Employee is under an affirmative duty to notify the appropriate supervisor of his/her temporary inability to perform the job duties of his/her position.

Furthermore, Supervisors and Directors may notify the appropriate law enforcement agency when they have reasonable suspicion to believe that an Employee may have illegal drugs or controlled substances in his/her possession at work or on CICOA premises.

**Types of Testing:**
Alcohol or drug screening will be required of CICOA Employees and/or Job Applicants in the circumstances listed below. All testing will be conducted by a certified testing laboratory and in accordance with the standards established under the applicable state law for purposes of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested. Employees and Job Applicants may refuse to submit to drug or alcohol testing. However, any Employee refusing to submit to testing pursuant to this Policy may be subject to disciplinary action, up to and including termination. Any Job Applicant who refuses to undergo drug testing pursuant to this Policy will not be employed.

**Pre-Employment and Random Screening:**
Pre-employment drug screens will be conducted after a conditional offer of employment has been extended for a Job Applicant for a position as a Way to Go Driver. The pre-employment drug screen must be completed within three (3) business days after the acceptance date of the offer of employment. A Job Applicant may refuse to submit to the pre-employment drug screen; however, the Job Applicant will no longer be considered for employment and the conditional offer of employment may be rescinded. The Way to Go Director or Human Resources will notify the Job Applicants of their test results pursuant to this Policy and may withdraw any job offer from a Job Applicant who tests positive upon a confirmatory test.

At CICOA’s discretion, Way to Go Drivers and any other Employee in the Way to Go Department may be randomly screened for compliance with this policy. As used in this Policy, a “Random Screen” means the periodic unannounced drug and alcohol testing where an outside third party will randomly select Employees for such testing. Employees will be randomly selected, and each has an equal chance of being selected at the time a selection is made. The Way to Go Director or other designated CICOA official will notify Employees of their selection for random testing. Upon selection, the selected Employee(s) must proceed to the designated collection site and provide a specimen for testing.

**Reasonable Cause:**
All Employees may be required to submit to drug and/or alcohol testing if there is Reasonable Cause as outlined below:

1. There is reasonable suspicion that an Employee is under the influence of a controlled substance, illegal drugs, and/or alcohol. “Reasonable Suspicion” may include suspicion based on information concerning the appearance, behavior, speech, attitude, and/or breath odor of the Employee;
2. There is an on-the-job accident in which the Employee suffers a work-related injury and there is a reasonable basis for believing that controlled substances, illegal drugs,
and/or alcohol use could have contributed to the injury or illness. However, CICOA will not require testing if the accident was very unlikely to have been caused by the use of controlled substance, illegal drugs, and/or alcohol (e.g., repetitive strain injury, bee sting, etc.) and this shall be determined solely by CICOA;

3. When the Employee is responsible for damage to property, including CICOA property or personal injury to any third party, including a co-worker, during work hours; however, as solely determined by CICOA. No testing will be required if it appears the accident was likely caused by a third person, or

4. Violated CICOA’s Drug-Free Workplace Policy, including the prohibitions regarding use, possession, sale, transfer, or being under the influence of alcohol or illegal or non-prescribed drugs while the Employee is working on CICOA premises (including meal breaks and other rest periods) or operating, using, or driving any equipment or vehicle belonging to CICOA or the Employee’s own vehicle while working.

At CICOA’s sole discretion in instances of a reasonable suspicion test, it may direct the Employee to leave work immediately and remain on suspension, pending the outcome of the test results. If the test result is negative, the Employee will be paid for the regularly scheduled hours missed. If CICOA so directs the Employee to leave work due to a reasonable suspicion test, it will make arrangements to provide the Employee transportation to his/her residence.

**Treatment Program:**
At CICOA’s sole discretion and in accordance with applicable state law, it might require an Employee to undergo drug and alcohol testing if the Employee has been referred for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program. In these circumstances, the Employee may be required to undergo drug and alcohol testing without prior notice during the period of evaluation or treatment and for a period of two (2) years following completion of any prescribed chemical dependency program.

**Confidentiality and Privilege:**
CICOA will handle information regarding Employee test results on a strictly confidential need-to-know basis. If an Employee has a positive test result, CICOA will provide the Employee access to his/her drug and alcohol test results as well as other information acquired in the testing process and conclusions drawn from and actions taken based on the results and other acquired information.

Notwithstanding the confidentiality limitations above, evidence of a positive test result on a confirmatory test may be:

1. Used in an arbitration proceeding, an administrative hearing, or a judicial proceeding providing the information is relevant to the hearing or proceeding;

2. Disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements by the federal government or provided that the information is relevant to an investigation, or;

3. Disclosed to a substance abuse treatment facility or program for the purpose of evaluation or treatment of the Employee.

Positive results from the CICOA drug and alcohol testing program may not be used as evidence in a criminal action against the Employee or Job Applicant tested.
Searches:
A search of an Employee and his/her personal property may be conducted when there is reason to believe that the Employee is in violation of this policy. Searches will be conducted in accordance with applicable state laws. Refusal to consent to a search will subject an Employee to discipline, including and up to termination.

Disciplinary Action Based on Test Results:
Upon a positive confirmatory drug screen, any Employee receiving a positive test result is subject to disciplinary action, including and up to, termination. Independent contractors are responsible for any violation of this policy by their Employees. Violations of this Policy will subject an independent contractor to adverse action, including termination of its relationship with CICOA. Each situation will be evaluated on a case-by-case basis depending on the severity and the circumstances involved. All disciplinary action will be in accordance with this Policy.

Employee Assistance Program:
CICOA has an Employee Assistance Program (EAP) available to assist Employees in finding appropriate treatment for drug and alcohol abuse issues. While Employees are encouraged to seek and accept assistance, Employees are advised that participation in an EAP program may not excuse an Employee for discipline related to a violation of this Policy.

This Policy may be changed at any time by CICOA, supersedes all previous drug free workplace and testing policies, and does not create a contract of employment.
ATTACHMENT I
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is entered into by and between CICOA Aging & In-Home Solutions, Inc. (“Covered Entity”) and __________________________ (“Business Associate”) and is entered into as of this ___ day of ___________ 20___ (the “Effective Date”).

WHEREAS Business Associate agrees to provide certain services involving the creation, receipt, maintenance, or transmission of protected health information (the “Services”) on behalf of Covered Entity pursuant to the terms of one or more underlying services agreement(s) (singularly or collectively referred to as the “Underlying Services Agreement”);

WHEREAS the Parties must agree in writing to certain mandatory provisions regarding the use and disclosure of protected health information (“PHI”) in order to comply with the Health Insurance Portability and Accountability Act of 1996, as amended, and the accompanying regulations promulgated thereunder (the “HIPAA Regulations”);

WHEREAS the Parties desire to enter into this Agreement in compliance with the HIPAA Regulations to protect the confidentiality, availability, and integrity of the PHI.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. All capitalized terms not otherwise defined in this Agreement will have the meanings set forth in the HIPAA Regulations. All references to PHI herein will be construed to include electronic protected health information (“ePHI”).

2. Business Associate Obligations. Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the HIPAA Regulations if the PHI were used or disclosed by Covered Entity in the same manner. Business Associate may use or disclose the PHI as necessary to perform the services set forth in the Underlying Services Agreement.

3. Use of PHI. Business Associate will not use or disclose PHI unless permitted or required under this Agreement and the HIPAA Regulations, or as Required by Law. To the extent Business Associate is to carry out Covered Entity’s obligations under the HIPAA Regulations, Business Associate will comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligation. Additionally, Business Associate is required to disclose PHI: (i) when required by the Secretary of the Department of Health and Human Services (“HHS”) to investigate or determine compliance with the HIPAA Regulations; and (ii) to Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR § 164.524 with respect to an individual’s request for an electronic copy of protected health information. Business Associate will not: (i) use or disclose PHI for fundraising or marketing purposes; (ii) disclose PHI to a health plan for payment or health care operations purposes if the Individual has requested a restriction on uses and disclosures of PHI and paid out of pocket in full for the health care item or services to which the PHI solely relates; and (iii) directly or indirectly receive remuneration in exchange for PHI, except with the prior written
consent of Covered Entity and only as permitted by the HIPAA Regulations.

4. Disclosure of PHI to Subcontractor. Subject to any limitations in this Agreement, Business Associate may disclose PHI to third-party persons or entities as necessary to perform its obligations under the Agreement; as permitted or required by applicable federal or state law; and for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, provided that such disclosures are either Required by Law, or that Business Associate:

4.1 Executes a Business Associate Agreement with any such third parties that create, receive, maintain, or transmit PHI on behalf of Business Associate to ensure the third party agrees to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

4.2 Obtains reasonable assurances from any third party to whom the information is disclosed that it will be held as confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; and

4.3 Requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Regulations.

5. Minimum Necessary. Additionally, Business Associate will ensure that all disclosures of PHI by Business Associate and the third party comply with Covered Entity’s policies regarding “minimum necessary use and disclosure,” i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate will comply with 45 CFR § 164.502, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets.

6. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate will:

6.1 Provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR § 164.524 and, as it may be amended from time to time, and

6.2 Amend PHI maintained by Business Associate as requested by Covered Entity under 45 CFR § 164.526. Business Associate will respond to any request from Covered Entity for access by an individual within five (5) business days of such request and will make any amendment requested by Covered Entity within ten (10) business days of such request.

6.3 Any information requested under this Section 6 will be provided in the form or format requested if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate’s labor costs, as
permitted by state and federal law, in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity will determine whether a denial is appropriate or if an exception applies. Business Associate will notify Covered Entity within twenty-four (24) hours of receipt of any request for access or amendment by an individual. Covered Entity will determine whether to grant or deny any access or amendment requested by the individual. Business Associate will have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

7. **Accounting of Disclosures.** Business Associate will make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR § 164.528, and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate will provide to Covered Entity such information necessary to provide an accounting within five (5) days of Covered Entity’s request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate’s labor costs, as permitted by state and federal law, in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations will survive termination of this Agreement and will continue as long as Business Associate maintains PHI.

8. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual’s specific authorization for the use of his or her PHI, and: (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual’s PHI except to the extent it has relied on such use or disclosure, or where an exception under the HIPAA Regulations expressly applies.

9. **Records and Audit.** Business Associate will make available to HHS, or its agents, or any other health oversight agency, its internal practices, books, and records relating to the use and disclosure of PHI received from, created by, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity’s and/or Business Associate’s compliance with the HIPAA Regulations, in a time and manner designated by HHS. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.

10. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate acknowledges that the HIPAA Regulations require Business Associate to comply with 45 CFR §§ 164.308, 164.310, 164.312, and 164.316 as if
Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HIPAA Regulations. Furthermore, to the extent feasible, Business Associate will use commercially reasonable efforts to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable, and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology (“NIST”) concerning the protection of identifiable data such as PHI. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate will identify: (i) the date of the Security Incident, (ii) the scope of the Security Incident, (iii) the Business Associate’s response to the Security Incident, and (iv) the identification of the Party responsible for causing the Security Incident, if known. Business Associate will keep a log of all Security Incidents, whether successful or not, and provide such log to Covered Entity upon request.

11. Data Breach Notification and Mitigation.

11.1 HIPAA Data Breach Notification and Mitigation. Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any suspected Breach of Unsecured PHI as those terms are defined by 45 CFR § 164.402 (hereinafter a “HIPAA Breach”). The Parties acknowledge and agree that 45 CFR § 164.404, as described below in this Section 11.1, governs the determination of the date of a HIPAA Breach. Business Associate will fully cooperate with Covered Entity to conduct a HIPAA Breach risk analysis in accordance with 45 CFR §164.400 et seq. In the event of any conflict between this Section 11.1 and the HIPAA Regulations, the more stringent requirements will govern.

(i) Business Associate will, following the discovery of any possible HIPAA Breach, notify Covered Entity immediately and in no event later than twenty-four (24) hours after Business Associate discovers such possible HIPAA Breach, unless Business Associate is prevented from doing so by 45 CFR § 164.412 concerning law enforcement investigations.

(ii) For purposes of reporting a possible HIPAA Breach to Covered Entity, the discovery of a possible HIPAA Breach will occur as of the first day on which such possible HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a potential HIPAA Breach if the possible HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the possible HIPAA Breach) who is an employee, officer, or other agent of the Business Associate.

(iii) No later than three (3) business days following a potential HIPAA Breach, Business Associate will provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 et seq. Specifically, if the following information is known to (or can be reasonably obtained by) the
Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the possible HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the possible HIPAA Breach, including the date of the possible HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the possible HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the possible HIPAA Breach, mitigate harm to the individual impacted by the possible HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the possible HIPAA Breach. Following a possible HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the possible HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

12. Covered Entity will conduct an investigation independent of any investigation conducted by the Business Associate to determine if the possible HIPAA Breach is a reportable HIPAA Breach. Covered Entity will follow appropriate protocols for notifying the affected individual(s) and authoritative entities as required by state and federal laws.

12.1 Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Section 11.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used, or disclosed in violation of one or more State data breach notification laws, Business Associate will promptly:

(i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach;

(ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents);

(iii) comply with Covered Entity’s determinations regarding Covered Entity’s and Business Associate’s obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and

(iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.
12.2 **Breach Indemnification.** Business Associate will indemnify, defend, and hold Covered Entity and its officers, directors, employees, agents, successors, and assigns harmless, from and against any and all losses, claims, actions, demands, liabilities, damages, costs, and expenses (including costs of notification, judgments, settlements, court costs and reasonable attorneys’ fees actually incurred) (collectively, “Information Disclosure Claims”) arising from or related to:

(i) the use or disclosure of Individually Identifiable Information (including without limitation PHI) in violation of the terms of this Agreement or applicable law, and

(ii) whether in oral, paper, or electronic media, any HIPAA Breach of Unsecured PHI and/or State Breach of Individually Identifiable Information.

If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity will have the right, at its expense, to participate in the defense of such Information Disclosure Claim. Business Associate will not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. To the extent permitted by law, Business Associate will be fully liable to Covered Entity for any acts, failures, or omissions of Recipients in furnishing the services as if they were the Business Associate’s own acts, failures, or omissions.

13. **Term and Termination.**

13.1 This Agreement shall commence on the Effective Date and continue until the latter of (i) the third (3rd) anniversary of the Effective Date, or (ii) the completion of all outstanding Scope of Work (“SOWs”). Thereafter, this Agreement will automatically renew for one (1) year periods (each, a “Renewal Term” unless either Party gives written notice of its intent not to renew to the other Party at least 120 days prior to the expiration of the then-existing term. The word “Term” shall mean any and all extensions and renewals of this Agreement.

13.2 Upon written notice of a failure to observe or perform any material covenant or obligation contained in this Agreement followed by a twenty (20) day opportunity to cure, either Party may immediately terminate the Agreement (the “Terminating Party”) and will have no further obligations to the other Party (the “Terminated Party”) hereunder.

13.3 Upon termination of the Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to “return or destroy,” Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

14. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN “AS IS” BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR
IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

15. Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

16. Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the state of Indiana, excluding its conflicts of law provisions. Jurisdiction and venue for any dispute relating to this Agreement will exclusively rest with the state and federal courts in Marion County where Covered Entity is located.

17. Equitable Relief. Business Associate understands and acknowledges that any disclosure or misappropriation of any PHI in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Covered Entity will deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

18. Binding Nature and Assignment. This Agreement will be binding on the Parties, their successors and assigns, but neither Party may assign their rights and obligations under this Agreement without the prior written consent of the other, which consent will not be unreasonably withheld.

19. Interpretation. The Parties agree that any ambiguity in this Agreement will be resolved in favor of a meaning that complies and is consistent with the HIPAA Regulations and other applicable federal and state privacy and security laws and regulations relating to PHI.

20. Notices. All notices permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery. Notices will be sent to the addresses set forth in this Agreement or such other address as either Party may specify in writing.

21. Independent Contractor. The relationship between the Parties solely will be that of independent contractors engaged in the operation of their own respective businesses, and Business Associate will not be considered an employee, agent, or part of, or in joint venture with, the Covered Entity or any affiliate of Covered Entity.

22. No Third-Party Beneficiary. This Agreement has been entered into solely for the benefit of Covered Entity and Business Associate and is not intended to create any legal, equitable, or beneficial interest in any third party, or to vest in any third party any interest as to enforcement or performance.
23. **Regulatory References.** A reference in this Agreement to a section in the HIPPA Regulations means the section as in effect, or as amended, and for which compliance is required.

24. **Amendments.** This Agreement may not be modified or amended except by a writing signed by authorized representatives of each Party.

25. **Waiver.** None of the provisions of this Agreement will be deemed to have been waived by any act, omission, or acquiescence on the part of the disclosing Party without a written instrument signed by the disclosing Party. No waiver by a Party of any breach will be effective unless in writing, and no waiver will be construed as a waiver of any succeeding breach, whether or not of the same or a different term or condition.

IN WITNESS WHEREOF, the Parties have hereunto set their hands effective the Effective Date first above written.

("Business Associate")

("Covered Entity")

______________________________
Signed:

______________________________
Name:

______________________________
Title:

______________________________
Date:

______________________________
Signed:

______________________________
Name:

______________________________
Title:

______________________________
Date:

CICOA Aging & In-Home Solutions, Inc.